

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 1	PAGES 68
2. CONTRACT NO.		3. SOLICITATION NO. N6134017R0067		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 14 Jul 2017	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (25341) ORLANDO FL 32826-3224				CODE N61340	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:				See Item 7		TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section LA.5 until 02:00 PM local time 17 Aug 2017
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KIM L. PHUNG	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 407-380-4762	C. E-MAIL ADDRESS kim.phung@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. ☐		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

B.1. TERMS AND CONDITIONS NOTE

Section B Contract clauses under the Basic TSC III Contract are hereby flowed down to this Delivery Order ("DO") with the same force and effect as if set forth in full text. Additional DO specific terms and conditions are incorporated herein.

B.2. TSC III LOT II CLAUSE FLOW DOWN

The firm-fixed-price ("FFP") type Line Items in this DO are derived from Line Item 2010 of the basic contract and all clauses associated with Line Item 2010 of the basic contract therefore apply.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WST S/N 2, H6.2 OFP FFP AV-8B Weapon System Trainer (WST) Device 2F150F Serial Number (S/N) 2 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		
NET AMT					

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	WST S/N 1, H6.2 OFP FFP AV-8B Weapon System Trainer (WST) Device 2F150F Serial Number (S/N) 1 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		
NET AMT					

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	WST S/N 3, H6.2 OFP FFP AV-8B Weapon System Trainer (WST) Device 2F150F Serial Number (S/N) 3 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		
NET AMT					

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	WST S/N 5, H6.2 OFP FFP AV-8B Weapon System Trainer (WST) Device 2F150F Serial Number (S/N) 5 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		
NET AMT					

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

1

Each

WST S/N 4, H6.2 OFP

FFP

AV-8B Weapon System Trainer (WST) Device 2F150F Serial Number (S/N) 4
Operational Flight Program (OFP) Upgrade

FOB: Destination

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

1

Each

Technical Data and Information

FFP

Technical Data and Information in support of CLINS 0001 through 0005
Not Separately Priced (NSP)

FOB: Destination

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	WST H6.2 OFP RNP/RNAV FFP AV-8B Weapon System Trainer (WST) Required Navigation Performance (RNP) Area Navigation (RNAV) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Technical Data and Information FFP Technical Data and Information in support of CLIN 0007 Not Separately Priced (NSP) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	MTD 11H94, Avionics Trainer, H6.2 OFP FFP Maintenance Training Device (MTD) 11H94 H6.2 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Technical Data and Information FFP Technical Data and Information in support of CLIN 0009 Not Separately Priced (NSP) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	MTD 11H95, Electrical Trainer, H6.2 OFP FFP Maintenance Training Device (MTD) 11H95 H6.2 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Technical Data and Information FFP Technical Data and Information in support of CLIN 0011 Not Separately Priced (NSP) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	MTD 11H98, Armament System Trainer, H6.2 FFP Maintenance Training Device (MTD) 11H98 H6.2 Operational Flight Program (OFP) Upgrade FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Technical Data and Information FFP Technical Data and Information in support of CLIN 0013 Not Separately Priced (NSP) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0015

1

Each

11H156 IGTD

FFP

Maintenance Training Device (MTD) 11H156 Instructional Graphics Training Device (IGTD) H6.2 Operational Flight Program (OFP) Upgrade

Technical Data and Information In Accordance With (IAW) Contract Data

Requirement List (CDRL) A00C

Separately Priced

FOB: Destination

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0016

Provisioned Items (PI)

FFP

To Be Negotiated

FOB: Destination

NET AMT

PSC Code 6910

Section C - Descriptions and Specifications

C1 AV-8B H6.2 Operational Flight Program (OFP) Upgrade (CLINs 0001 through 0005, 0007, 0009, 0011, and 0013).

The Contractor shall furnish the necessary supplies, services, facilities and materials required to deliver and perform the work described here and IAW Section B; Section J, Att. 1, Statement of Work No. 170014 dated 5 June 2017; and Section J Att. 2, Performance Specification No. PRF 170015 dated 11 May 2017.

C2 TECHNICAL DATA AND INFORMATION (CLIN 0006, 0008, 0010, 0012, 0014, and 0015)

In support of CLINs identified under C1 the contractor shall provide technical data and information in accordance with the requirements of Contract Data Requirements List (CDRL), DD Form DD Form 1423 and the appropriate Exhibits IAW the hereby attached CDRLs.

C3 PROVISIONED ITEMS (PI) (CLIN 0016)

For CLIN 0016, the Contractor shall provide PIs for the AV-8B H6.2 Upgrade devices in accordance with SOW 170014.

The PI CLIN applies to CLINs as delineated by CLIN numbers 0001 through 0005, 0007, 0009, 0011, and 0013.

The Contractor shall follow the procedures stated in Section H, NAVAIR clause 5252.217-9500 and the SOW to provide PIs. Upon Government review of the ISKL and selection of those items determined by the Government to be required, the Government will issue to the contractor a Request for Proposal for PIs, as necessary. The contractor shall submit a proposal to the Procuring Contracting Officer (PCO) or her designee to establish firm fixed prices (FFP) and a firm delivery schedule for all individual items authorized for purchase. The PCO will then issue a contract modification ordering the Provisioned Items.

For purposes of PI ordering, the Government will not issue any "ceiling priced orders" as stated in Section H, NAVAIR clause 5252.217-9500 paragraph (f). Therefore, paragraphs (f), (g), (h), (i), (j), and (k) of the this clause are not anticipated.

The contractor shall not make any substitutions or changes to part numbers or quantities; or cancel any items listed in the PIs modification(s) without prior review, evaluation, screening and approval by the PCO. The contractor shall prepare technical information concerning the circumstances or reasons for any substitution, change or cancellation; and a proposal if a price change is anticipated as a result, and submit it to the PCO. Proposals shall be submitted IAW the terms set forth in this Delivery Order (DO). If the substitution or change is acceptable, the PCO will negotiate and issue a DO modification.

Section D - Packaging and Marking

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5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with standard commercial practices.

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5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

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5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

See Section F, "DELIVERY INFORMATION," for the relevant SHIP TO ADDRESS designated to the CLIN(s) for which delivery is being made.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **NAWCTSD, UIC N61340**.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)

Inspection of Devices 2F150F-1, 2F150F-2, and 2F150F-4, located at MCAS Cherry Point (CHPT), North Carolina (NC), Devices 2F150F-3 and 2F150F-5 located at MCAS Yuma, Arizona (AZ), MTDs located at MCAS CHPT, NC and are designated as devices, 11H94 (Avionics System Maintenance Trainer), 11H95 (Electrical System Maintenance Trainer), 11H98 (Armaments System Maintenance Trainer), 11H156 Instructional Graphics Training Device (IGTD) shall be accomplished in accordance with the Specification/Statement of Work entitled

AV-8B Weapon System Trainer (WST) Device 2F150F S/Ns 1-5 and the Maintenance Training Devices (MTDs) 11H94, 11H95, 11H98 and 11H156 H6.2 Operational Flight Program (OFP) Upgrade, dated 5 June 2017, and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of **NAWCTSD** technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the **90th** day after the contractor delivered the supplies or performed the services.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	11 mths. ADC	1	MCAS CHERRY POINT JIM SLAPE AV-8B FLIGHT TRAINERS BLDG 4066 6TH AVE. CHERRY POINT NC 28533 252-466-4514 FOB: Destination	N00146
0002	13 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0003	15 mths. ADC	1	AV8B FLIGHT SIMULATOR ISEO EDWARD RAMIREZ BLDG 408 HALSTEAD AVE MCAS YUMA AZ 85369-9134 928-269-5627 FOB: Destination	M00013
0004	17 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00013
0005	18 mths. ADC	1	MCAS CHERRY POINT JIM SLAPE AV-8B FLIGHT TRAINERS BLDG 4066 6TH AVE. CHERRY POINT NC 28533 252-466-4514 FOB: Destination	N00146
0006	20 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0007	11 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0008	13 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0009	14 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146

0010	16 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0011	17 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0012	19 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0013	19 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0014	21 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0015	16 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00146
0016	N/A	N/A	N/A	N/A

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5252.211-9506 PROVISIONED ITEMS (FEB 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIOs) issued pursuant to **5252.217-9500**. The Government may order provisioned items for a period of up to twelve (12) months following delivery of CLINs **0001 through 0005, 0007, 0009, 0011, and 0013**.

5252.247-9504 TRAINING DEVICE (NAVAIR) (FEB 1995)

(a) Training Device 2F150 F S/Ns 1-5, 11H94, 11H95, and 11H98 shall be delivered within the timeframe specified for Line Items 0001-0005, 007, 0009, 0011, and 0013 in Section F under the heading “Delivery Information” and to the address in corresponding “Ship to Address” column.

(b) The contractor is required to follow the milestone schedule set forth below toward meeting the delivery date: Refer to Exhibit B, CDRL B002, and Integrated Program Management Report (IPMR) – Integrated Master Schedule (IMS).

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit **A, B, D, and E**, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

CDRL ADDRESSEE	EMAIL ADDRESS	MAILING ADDRESS
NAWCTSD PCO	robert.orozco@navy.mil	Naval Air Warfare Center (NAWC) Training Systems Division (TSD) Attn: Name, (Code 25341) 12211 Science Dr. Orlando, FL 32826-3275
NAWCTSD CS	kim.phung@navy.mil	Same as above, except insert (Code 23541)
NAWCTSD IPTL2	brian.trago@navy.mil	Same as above, except insert (Code 1313)
NAWCTSD IPTL3	kevin.a.jones7@navy.mil	Same as above, except insert (Code 13131)
NAWCTSD ENGR	philip.morales@navy.mil	Same as above, except insert (Code 4681)
NAWCTSD ENGR	jerome.tunaya@navy.mil	Same as above, except insert (Code 4681)
NAWCTSD AERO ENGR	richard.settle@navy.mil	Same as above, except insert (Code 4621)
NAWCTSD SW ENGR	frank.medina2@navy.mil	Same as above, except insert (Code 4624)
NAWCTSD TEST ENGR	pedro.geliga@navy.mil	Same as above, except insert (Code 5119)
NAWCTSD VISUAL ENGR	william.wolfinger@navy.mil	Same as above, except insert (Code 4625)
NAWCTSD SEC	darren.t.smith@navy.mil	Same as above, except insert (Code 74)
NAWCTSD ISSM	rafael.rivera@navy.mil	Same as above, except insert (Code 726)
NAWCTSD ILSM	pedro.herrera@navy.mil	Same as above, except insert (Code 6643)
NAWCTSD ISSO	robbie.youngman@navy.mil	Same as above, except insert (Code 726)
NAWCTSD TMSS	william.hoag@navy.mil	Same as above, except insert (Code 6851)
NAWCTSD MSS	issac.milledge@navy.mil	Same as above, except insert (Code 672)
NAWCTSD SITE COR	thomas.n.miller@usmc.mil	Tom Miller NAWCTSD Attn: AV-8B COR Bldg 4066 6 th Ave MCAS Cherry Point, NC 28533-0009
NAWCTSD ISEO	james.slape@navy.mil	Jim Slape NAWCTSD Attn: AV-8B ISE Bldg 4066 6 th Ave MCAS Cherry Point, NC 28533-0009

Section G - Contract Administration Data

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252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

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

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

Progress Payments

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

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

See Block 6 of the Schedule

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

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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See the PAYMENT WILL BE MADE BY Block on the face page of this document
Issue By DoDAAC	See the ISSUE BY Block on the face page of this document
Admin DoDAAC	See the ADMINISTERED BY Block on the face page of this document

Inspect By DoDAAC	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship To Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship From Code	N/A
Mark For Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N61340
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Accept By DoDAAC	See the ISSUE BY Block on

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

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

Name (or Clause w/Name)	Email	Phone	Role
See 5252.201-9500 in Section G		Technical Point of Contact – Acceptor	
Kevin Jones	kevin.a.jones7@navy.mil	(407) 380-4598	PJM - Acceptor
Kim Phung	kim.phung@navy.mil	(407) 380-4762	Contract Specialist – Issue by View Only

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

NAWCTSD

Kevin Jones, Code 1.3.1.3.1

12211 Science Drive

Orlando, FL 32826-3224

Phone: (407) 380-4126

E-mail: kevin.jones7@navy.mil

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302(a)(3)	PCO
FAR 42.302(a) 40, 44, 45, & 46	TPOC
FAR 42.302(a)58	PCO

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
None	

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

Section H - Special Contract Requirements

H.1 TERMS AND CONDITIONS NOTE

Section H Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section H clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY REFERENCE

252.227-7020

Rights In Special Works

JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE)(NAVAIR) (OCT 2005)

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The

Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the **Procuring Contracting Officer (PCO)**, the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof, for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the **PCO** is the ordering activity. The **PCO** will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (q) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

- (1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (2) be numbered as a modification to this contract in accordance with DFARS 204.7106;
- (3) state that the contract modification is issued in accordance with this clause;
- (4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.
- (5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (m) below));
- (6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;
- (7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);
- (8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);
- (9) set forth the negotiated delivery or performance dates;
- (10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;
- (11) obligate funds to cover priced orders issued under paragraph (e) below or ceiling priced orders issued under paragraph (f) below;
- (12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (q) below)); and
- (13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Contract Modifications Covering Priced Orders. For each order placed pursuant to this clause, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor unless otherwise provided for under paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in the supplemental agreement. Such supplemental agreement shall be priced and otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and shall specify the total ceiling price for the DFARS Clause 252.217-7027, "Contract Definitization". The ceiling price set forth in any ceiling priced order shall not be used as a billing price for

delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2. Each supplemental agreement covering a ceiling priced order shall be signed by the contractor and the Cognizant Contracting Officer. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling priced order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified therefore, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer will, based upon such notification, decrease the ceiling price of the ceiling priced order concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to this contract and shall be signed by the contractor and the Cognizant Contracting Officer.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the Cognizant Contracting Officer not later than **30** days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government that shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (o) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. Except for ceiling priced orders issued against contract line items for initial spares identified in Section B, the firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal fifty (50%) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. The firm price of each ceiling priced order for initial spares shall be established at most within one hundred eighty (180) days after the issuance of the ceiling priced order. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Ceiling Priced Orders. The contractor shall identify by order all incurred costs (less allocable credits) for work allocable to each ceiling priced order issued pursuant to paragraph (f) above. The requirement for the contractor to segregate the costs of each ceiling priced order shall continue until the firm price is established by a supplemental agreement to this contract.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this contract unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under \$25,000.) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be fifty (50%) percent of the ceiling price of each ceiling priced order for which the contractor has not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or seventy-five (75%) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced order, the progress payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal", as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(m) Contract Exhibits Covering Priced Orders and Ceiling Priced Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a ceiling priced order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffix subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (m) does not apply to any contract line item number set forth in Section B that calls for data.

(n) Modifications to Priced Orders or Ceiling Priced Orders. Modifications to priced orders or to ceiling priced orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Modifications to ceiling priced orders issued pursuant to paragraph (f) above shall not include additional requirements or quantities. Any claim for charges resulting from a decrease in the supplies or other requirements ordered in any priced order or in any ceiling priced order shall be processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to priced orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by the ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in ceiling priced orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(o) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(p) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

Item	Provisioning Document, Specification or Description of Work
0016	SOW, Section J Attachment 1

(q) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling priced orders issued pursuant to paragraph (f) above. If the cognizant provisioning or

requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any ceiling priced order for requirements specified by such activity.

Item	Requiring Activity
0016	NAWCTSD, UIC N61340

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

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

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

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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

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

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

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

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

(i) Delivered to, and accepted by, the Government under this contract; or

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

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost. (see 45.101)

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number _____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) *Definitions.* As used in this clause:

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

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

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

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

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

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

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

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

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Technical Data.

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

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

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

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

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

(4) Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at

paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) *Definitions.* As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in performance of covered Government support contracts that contain the clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that -- par

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

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

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

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

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Computer Software.

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of legend)

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

RESTRICTED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidations rate (excepting paragraph (k), Limitations on Undefined Contract Actions) to 90 percent.

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work #170014	54	05-Jun-2017
Attachment 2	Performance Specification #170015	61	11-May-2017
Attachment 3	DD254 Contract Security Classification	3	30-May-2017
Attachment 4	Data Item Transmittal/Acceptance/Rejection Form	1	Jan-2013
Attachment 5	Government Furnished Equipment (GFE) List	1	05-Jun-2017
Attachment 6	Government Furnished Information (GFI)/ Government Furnished Software (GFS) List	6	03-Aug-2017
Attachment 7	AV-8B WST/MTD Technical Manual Contract Requirement (TMCR)	28	16-Feb-2016
Attachment 8	AV-8B WST/MTD Technical Data Package Contract Requirements (TDPCR)	13	10-May-2017
Attachment 9	AV-8B WST/MTD Risk Management Framework (RMF) Spreadsheet	9	26-Feb-2016
Attachment 10	OT-17-20027 One-Time DID (OTD) Requirements Traceability Verification Matrix (RTVM)	4	26-Jan-2017
Attachment 11	OT-17-20028 One-Time DID (OTD) AV-8B Instructional Graphics	2	03-Feb-2017

Exhibits	CDRL #
<u>ENGINEERING CDRLS</u>	
Trainer Math Model Report (TMMR)	A001
Trainer Engineering Report (TER)	A002
Test Procedure (TP)	A003
Test/Inspection Report (TIR) 2F150F	A004
Software Product Package (SPP)	A005
Software Product Design (SPD)	A006
DoD Risk Management Framework (RMF) Package	A007
Software Support Manual (SSM)	A008
Test/Inspection Report (TIR) 11H94	A009
Test/Inspection Report (TIR) 11H95	A00A
Test/Inspection Report (TIR) 11H98	A00B
IGTD Graphics and Animations	A00C
Requirements Traceability Verification Matrix (RTVM)	A00D
Engineering Change Proposal (ECP)	A00E
Request For Variance (RFV)	A00F
Operations Security (OPSEC) Plan	A00G

<u>Management CDRLs</u>	
Contractor's Progress Status and Management Report (CPSMR)	B001
Integrated Program Management Report (IPMR) Integrated Master Schedule (IMS)	B002
Agenda	B003
Minutes	B004
Presentation Material	B005
<u>Logistics CDRLs</u>	
Baseline Description Document	D001
Training Device Inventory Checklist/Record (ICL/R) 2F150F	D002
Training Device Inventory Checklist/Record (ICL/R) 11H94	D003
Training Device Inventory Checklist/Record (ICL/R) 11H95	D004
Training Device Inventory Checklist/Record (ICL/R) 11H98	D005
<u>Technical Publications</u>	
Systems Operation and Maintenance (SOM) Manual 2F150F	E001
Technical Data Package (TDP) 2F150F	E002
Planned Maintenance Systems (PMS) 2F150F	E003
Commercial Off The Shelf Manuals (COTS) 2F150F	E004
Training System Support Document (TSSD) 2F150F	E005
Maintenance Manual 11H94	E006
Technical Data Package (TDP) 11H94	E007
Commercial Off The Shelf Manuals (COTS) 11H94	E008
Trainer Utilization Guide (TUG) 11H94	E009
Maintenance Manual 11H95	E00A
Technical Data Package (TDP) 11H95	E00B
Trainer Utilization Guide (TUG) 11H95	E00C
Maintenance Manual 11H98	E00D
Technical Data Package (TDP) 11H98	E00E
Trainer Utilization Guide (TUG) 11H98	E00F

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment L-1	Solicitation Question Form	1	
Attachment L-2	GFI Request Form	3	
Attachment L-3	Answers to Industry Questions	4	03-Aug-2017

*Attachment L-1- L-3 pertains only to the solicitation. The attachment will be removed when the resultant delivery order is awarded.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

“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.

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

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

(2) ☐ Outside the United States.

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

(a) The terms used in this provision are defined in the following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

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

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

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

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of

the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

Section L - Instructions, Conditions and Notices to Bidders

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror is required to submit sufficient information concerning the following areas to enable Government personnel to fully ascertain capabilities of the Offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the Offeror's capability to meet or exceed the defined elements as required by the solicitation. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and is able, willing and competent to devote the resources necessary to meet the requirements, and that the Offeror has valid and practical solutions for all requirements. Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror has the burden of proof to demonstrate compliance with all the evaluation factors identified in this solicitation. The Offeror is advised that the Government may incorporate into the final contract proposed features included in the Offeror's proposal deemed beneficial to the Government. With the exception of the Price volume, no pricing information should appear in any volume. Alternate proposals are not acceptable.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. The Offeror is responsible to present enough information to allow the Government to evaluate the proposed work effort, support, and approach, as well as the price proposal without opening discussions. Statements that the prospective Offeror understands, or can and/or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may render a rating of unacceptable.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor clearly may be considered a deficiency. There is no need to repeat information in more than one volume if an overlap exists; the detailed information must be included in the most logical place and summarized and referenced in other areas. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Offeror is expected to comply with all requirements of the RFP. The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency.

Questions regarding this solicitation shall be submitted in writing with the use of Attachment (L-1), Questions/Comments Form. It is requested that each question/comment reference the applicable document, paragraph, and page. **All questions must be submitted for the solicitation no later than 2 weeks after release of the final RFP to Mrs. Kim Phung at kim.phung@navy.mil. All emails must include the solicitation number and company's name in the subject line of the email.**

2.0 PROGRAM BUDGET/FUNDING INFORMATION

The anticipated budget for the requirements of this solicitation is detailed below. Should an offeror submit proposed prices that exceed the anticipated budget amount for each group of CLINs as outlined below, the proposal is unacceptable for award.

Associated CLINs	Budget Amount
0001, 0002, 0003, 0004, 0005, 0009, 0011, 0013, and 0015	\$2,800,000
0007	\$250,000
0006, 0008, 0010, 0012, 0014	<u>NSP</u>
Total	\$3,050,000

3.0 PROPOSAL FORMAT

Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars (rounded to the nearest dollar). Written proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs and tables shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented.

For electronic copies specified in the table below, the offeror will provide a complete copy of the proposal as electronic files fully compatible with Microsoft Office 2010 on either Compact Disk Read-Only Memory (CD-ROM) or DVD formatted media. For information not fully compatible with and supported by Microsoft Office products, the offeror will provide files that are viewable using Adobe Acrobat reader on the CD-ROM/DVD. The offeror will ensure that the Technical Volume and Price Volume are provided on separate CD-ROMs/DVDs. The offeror will provide Section B prices in one digital data copy in MS Office 2010 Excel format on CD-ROM. Each CD-ROM/DVD is to be labeled with the content and the offeror's name. The Offeror will provide one complete copy of the written proposal to the Procuring Contracting Officer PCO. If a discrepancy exists between the paper version of the proposal and the electronic CD-ROM/DVD "copy," the paper version will take precedence.

4.0 PROPOSAL CONTENT AND VOLUMES

Each volume of the proposal shall be submitted per the copies required noted in the table below. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume if any, are also specified in the table below. The manufacturer's published specification sheets do not count towards the page limit. Proposal pages beyond the specified maximum limit will not be reviewed as part of the evaluation.

Volume Number	Volume Title	Page Limit	Copies Required
1	TECHNICAL	35 pages*	1 Paper Original, 3 Paper Copies, 1 CD/DVD-ROM
2	PRICE	As needed	1 Paper Original, 1 Paper Copies, 1 CD/DVD-ROM

* The Integrated Master Schedule (IMS) does not count towards the total suggested page limit for this volume. Additionally, functional block diagrams, graphs, and tables provided in response to Section L requirements will be counted toward the page limit. Cover and title pages, tables of contents and tabs/dividers will not be counted toward the page limit.

Each volume shall contain the following information:

- a. Cover and title page
- b. Title of proposal and proposal number as applicable
- c. Offeror's name, address and POC
- d. RFP number
- e. Proposal volume/book number
- f. Copy number
- g. Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- h. Use tabs and dividers

5.0 PROPOSAL SUBMISSION

Clearly mark all packages with the solicitation number. The submission date for the proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP, or as amended. Offerors shall not submit proposals by electronic commerce such as facsimile or via email.

1. Proposals Submitted by Commercial Carrier: Offerors shall submit proposals via United States Postal Service or through a commercial carrier using the following address:

Naval Air Warfare Center Training Systems Division
Code: AIR-2.5.3.4.1 Kim Phung
12211 Science Dr.
Orlando, FL 32826
Solicitation Number: N61340-17-R-0067

2. Hand Carried Proposals: Hand carried proposals may be delivered to the address below, attention Mrs. Kim Phung. If an Offeror chooses to hand carry a proposal, arrangements shall be made at least three (3) Government workdays in advance with the primary point of contact (POC) Mrs. Kim Phung, Contract Specialist. Mrs. Kim Phung may be contacted by phone at (407) 380-4762 or by email at kim.phung@navy.mil. The alternate POC is Mr. Robert Orozco who may be contacted by phone at (407) 380-4173 or by email at robert.orozco@navy.mil. Offerors will be required to supply the primary POC or alternate POC with the name, company name, citizenship, and telephone number of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary visitor request(s) prior to arrival. **Visitor request approval must be obtained prior to facility access.**

If the proposal or any revisions to the proposal are hand carried, the offeror shall notify the cognizant Contract Specialist at least three (3) business days prior to the closing date/time specified in the amendment/letter requesting final proposal revisions. Offerors will be required to supply the primary POC or alternate POC listed above with the name, citizenship, and telephone number of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary visitor request(s) prior to arrival.

NAWCTSD is a secure facility and all visitors will be stopped by security personnel upon entrance. Only authorized visitors will be permitted to enter. Upon admittance, offerors are required to report to the lobby of the DeFlorez Building and contact the primary POC (or alternate POC) to accept the proposal submission (a telephone is available in the lobby to place calls within the building). Please note, security personnel are not authorized to accept proposals. The Contract Specialist will provide the offeror with documentation reflecting the date and time the proposal submission was received for the offeror's record. **Please note for all hand carried deliveries, use the following address.**

Contract Specialist:	Naval Air Warfare Center Training Systems Division
(Primary POC)	Code: AIR-2.5.3.4.1
	Kim Phung
	12211 Science Dr.
	Orlando, FL 32826

Tel: 407-380-4762
Solicitation Number: N61340-17-R-0067
Email: kim.phung@navy.mil

Contracting Officer: Naval Air Warfare Center Training Systems Division
(Alternate POC): Code: AIR-2.5.3.4.1
Robert Orozco
12211 Science Dr.
Orlando, FL 32826
Tel: 407-380-4173
Solicitation Number: N61340-17-R-0067
Email: robert.orozco@navy.mil

Late Proposals:

(a) *Definitions.* As used in this provision—

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the government office designated in the solicitation by the time specified in the solicitation.

(1) Any proposal, modification, or revision received at the government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and—

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

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

(iii) It is the only proposal received.

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

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

(4) If an emergency or unanticipated event interrupts normal government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent government requirements preclude amendment of the solicitation, the time

specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

6.0 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a delivery order is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting delivery order. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

7.0 PROPOSAL PACKAGING

The offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like-volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all original proposal volumes. Each box should include a packing slip detailing the contents, to include the volume number, title, and copy number. Also, each box should be stamped or marked with the solicitation number and “For Official Use Only.”

8.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED

9.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to the following websites:

Navy Electronic Commerce Online (NECO): <https://www.neco.navy.mil>

Federal Business Opportunities (FBO): <http://www.fbo.gov/>

10.0 AMRDEC SAFE ACCESS FILE EXCHANGE (AMRDEC) FOR CERTAIN ATTACHMENTS & EXHIBITS IN SECTION J

The following Attachments and Exhibits listed in Section J listed below will be made available via the AMRDEC Safe Access File Exchange due to some of the documents markings:

- Attachment 1: Statement of Work
- Attachment 2: Performance Specification
- Attachment 6: GFI/GFS List
- Exhibits A, B, D, and E

The offeror interested in obtaining copies of the documents shall submit their request to the cognizant Contracting Officer, via the Contract Specialist, Mrs. Kim Phung (kim.phung@navy.mil) in order to have the AMRDEC password sent to them. Requests for attachments shall be executed by an individual with authority to bind the company in such an agreement. Once the request is processed and approved by the cognizant Contracting Officer, an AMRDEC password will be sent to the requesting offeror.

Recipients will automatically be notified via email when they have been added as a recipient to a package. The email they receive will contain a link and a password. Clicking on the link will take the recipient to a page where they will be asked for the password. The best way to enter the password is to copy it from the email and then paste it into the password box.

After logging in, the recipient will be able to download all the files within the package. We recommend right-clicking on each file and selecting the "Save Target As" option to select the location to save the file to.

After downloading every file within the package, the recipient will not be able to log back in to download the files again. Simply logging in or starting a download will not lock the user out. In order to be locked out, the recipient must successfully download every file within the package.

11.0 GOVERNMENT FURNISHED INFORMATION (GFI) AND NON-DISCLOSURE AGREEMENTS (NDA)

GFI required for proposal preparation will be provided through NAWCTSD via AMRDEC (see paragraph 10.0 above). If requested and approved, proprietary data for which the Government has distribution rights will be made available to the offeror. A list of available GFI is provided in Section J, Attachment 6. The GFI that will be provided to offerors (IAW DFARS Part 227) shall be protected according to its markings.

The offeror interested in obtaining copies of the requirements documents shall submit Attachment L-2, GFI Request Form to the cognizant Contracting Officer, via the Contract Specialist, Mrs. Kim Phung (kim.phung@navy.mil) in order to have the GFI package sent to them via AMRDEC. Requests for GFI shall be executed by an individual with authority to bind the company in such an agreement.

Once Attachment L-2, GFI Request Form is processed and approved by the cognizant Contracting Officer, a retrieval email will be sent to the requesting offeror. If any changes affect the submitted Attachment L-2, AV-8B H6.2 OFP Upgrade GFI Request Form the offeror shall update the form and resubmit to the Government.

Any use of the GFI shall be subject to Clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME 1: TECHNICAL

Note: This volume shall not contain any reference to cost or price aspects of the offer. Overall, the offeror shall provide information that is logical, understandable, and clearly details its approach to meeting AV-8B H6.2 OFP Upgrade program requirements.

The offeror shall provide information and data to address elements 1.1 through 1.5. The Technical volume shall consist of narratives, drawings, block diagrams, or other items specified herein. Any analysis conducted by subcontractors or vendors to support specific calculations or approaches shall be described and included with the offeror's approach(s).

The Technical Proposal shall be comprised of (5) Elements:

- 1.1 Operational Flight Program (OFP) H6.2 for 2F150F's
- 1.2 Aircrew Trainer Link-16
- 1.3 OFP H6.2 for Maintenance Training Devices (MTDs)
- 1.4 11H94 Maintenance Training Device (MTD) Test Set
- 1.5 Work Planning and Scheduling

The Offeror shall address the following in the proposal:

1.1 Operational Flight Program H6.2 (OFP) H6.2 for 2F150F's

- 1.1.1 Describe the Offeror's software design, integration and interface approach for the H6.2 OFP in the 2F150F Aircrew Training Devices. Reference Performance Specification (PRF) 170015 para 3.1.1.2, 3.1.1.5, 3.1.1.9, 3.1.1.15 and 3.1.1.16; Statement of Work (SOW) 170014 3.2.1.1 (c), (d), (e), (h) and (i) to address this sub-element.

1.2 Aircrew Trainer Link-16

- 1.2.1 Describe the Offeror's design approach for implementing and processing (e.g. transmit and receive) Link-16 capabilities in the Aircrew Training Devices. Reference PRF 170015 3.1.1.17, 3.1.1.17.1, and 3.1.1.18; SOW 170014 3.2.1.1 (c) and (h) to address this sub-element.
- 1.2.2 Provide block diagrams depicting Link-16 interfaces to the Aircrew Training Devices. Reference PRF 170015 3.1.1.17 to address this sub-element.
- 1.2.3 Describe how the proposed design allows the Government to add additional Link-16 messages in the future. Reference PRF 170015 3.1.1.17 to address this sub-element.

1.3 OFP H6.2 for Maintenance Training Devices (MTDs)

- 1.3.1 Describe the Offeror's software design, integration and interface approach for the H6.2 OFP in the 2F150F Aircrew Training Devices. Reference PRF 170015 3.1.2.1 through 3.1.2.5.1; SOW 170014 3.2.2.1, 3.2.2.2 and 3.2.2.3 to address this sub-element.

1.4 11H94 Maintenance Training Device (MTD) Test Set

- 1.4.1 Provide the Offeror's hardware and software design approach to design, integrate and interface the functionality of a simulated 708 Test Set into the 11H94. Reference PRF 170015 3.1.2.5.1.1; SOW 170014 3.2.2.1 (b) and (c) to address this sub-element.
- 1.4.2 Describe how the proposed design allows the Government to add additional 708 Test Set capabilities in the future. Reference PRF 170015 3.1.2.5.1.1 to address this sub-element

1.5 Work Planning and Scheduling

- 1.5.1 Describe how the Offeror's work planning and scheduling approach satisfies the program H6.2 contract duration requirements. The discussion shall include the following:

- 1.5.1.1 Critical path events and assumptions; Reference SOW 150053 para 3.1.2.3.3 (b) to address this sub-element.
- 1.5.1.2 Proposed schedule efficiencies, if any, that result in dates that occur earlier than the Government requested delivery requirements. Reference SOW 150053 para 3.1.2.3.3(a), (b), (g) and (h) to address this sub-element.
- 1.5.2 Provide a program schedule in Microsoft Project 2010 or later and include the following:
 - 1.5.2.1 Depict all Engineering Events, CLINS, Government Milestones and Reviews; Reference SOW 150053 para 3.1.2.3.3(a) to address this sub-element.
 - 1.5.2.2 Depict the Contractors Data Gathering trips and review periods; Reference SOW 150053 para 3.1.2.3.3(a) to address this sub-element.
 - 1.5.2.3 Depict design development, hardware and software development and integration periods; Reference SOW 150053 para 3.1.2.3.3(a) and (b) to address this sub-element.
 - 1.5.2.4 Depict all Test events, Inspections and Logistics verification events; Reference SOW 150053 para 3.2.7.1, 3.2.8.14, 3.2.9, 3.2.9.1 and 3.2.9.3 to address this sub-element.

2.0 VOLUME 2: PRICE PROPOSAL

2.1 Volume Content:

- a. This Volume shall contain the information requested below and shall include a copy of Section B with the Contract Line Item Number (CLIN) for evaluation purposes, the Total Prices filled in (Supplies and/or Services and Prices and/or Costs) using the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2010 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type "value only" cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.
- b. All price and price supporting information shall be contained in Section B and the price proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offeror are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

2.2 Price Information:

The Offeror shall identify the proposed prices for each CLIN as specified in Section B of this solicitation. The Offeror shall provide a total overall price of the proposal and submit a complete Section B.

2.3 Unbalanced Pricing:

The Offeror shall explain any appearance of unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. Any apparent imbalances in the pricing, high or low proposed prices as compared to historical data, or any other anomalies should be fully explained.

2.4 Administration Information:

- a. Signed Standard Form 33 for basic solicitation and each amendment.
- b. Statement regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.

An “exception” is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A “deviation” is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A “waiver” is where an Offeror requests authorization for the Government to accept an item, which will depart from, specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered deficient. An assumption or condition shall not be considered an exception, deviation, or request for waiver as defined herein.

Provide a detailed description for each exception, deviation, or request for waiver, as applicable. The Offeror shall indicate the Offeror’s difficulty with the applicable requirement and the Offeror’s proposed solution. The Offeror shall specifically identify the portion of the solicitation and the Offeror’s proposal which are affected. If there are no exceptions, deviations or waivers, the Offeror shall state so within this Volume.

- c. Complete Section K.
- d. Include a statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.
- e. The offeror shall provide the mailing address, telephone, fax numbers, and facility codes for the Offeror’s local Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and Government Paying Office. The offeror shall also provide their Tax Identification Number (TIN), Data Universal Numbering System (DUNS) and Commercial and Government Entity (CAGE) code.
- f. The offeror shall indicate the most recent date on which their Accounting, Purchasing, Government Property, and Estimating Systems were determined adequate and shall identify the verifying Government agency. Negative responses required. Note: In order for an offeror to receive progress payment they must have an adequate accounting system. In the event the successful offeror does not have an adequate accounting system, the offeror may need to propose performance based payments (PBP) after contract award that will be analyzed as stated within the guidelines at the following site:
http://www.acq.osd.mil/dpap/cpic/cp/Performance_based_payments.html
- g. A statement certifying that the offeror has complied with the terms of the provision established under clause H.16 of the Basic Training Systems Contract (TSC) III. Under this provision, the maximum profit rate for this order is 13% for the TSC III LOT II contract holder, and 5% for pass through on subcontracts.

CLAUSES INCORPORATED BY REFERENCE

52.232-13	Notice Of Progress Payments	APR 1984
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

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)

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

Activity **NAWCTSD**
Complete Address **ATTN: Kim Phung & Robert Orozco**
CODE 25341
12211 Science Drive
Orlando, FL 32826
kim.phung@navy.mil
robert.orozco@navy.mil

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

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is **October 2017**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 1998)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

Section M - Evaluation Factors for Award

PART A: GENERAL INFORMATION

1.0 Basis for Award

The Government expects to select one responsible Offeror on the basis of its proposal providing the “best value” to the Government, all factors considered. Although the Government may waive informalities and minor irregularities in proposals received, the failure to comply with the terms and conditions of the solicitation may adversely impact the Offeror’s evaluation results, and could result in the Offeror being removed from consideration for award. Although the Government does not evaluate every requirement of the solicitation under Section M of the RFP, the awarded contractor is required to comply with all requirements of the awarded delivery order. Responsibility will be determined in accordance with FAR 9.104 and 9.105. “Best value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement. The Offeror is advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced responsible Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

2.0 Offeror’s Responsibility to Submit a Clear Proposal

It is the Offeror’s responsibility to draft a logical, understandable proposal in accordance with the information specified and required to be presented as detailed in Section L and that the Offeror’s proposal contains all pertinent information in sufficient detail so that the Government is able to meaningfully evaluate the Offeror’s proposed approach and price. An Offeror’s proposal must clearly present valid and practical solutions in the Offeror’s proposed design approach, and convincingly demonstrate that the Offeror understands the requirements.

Offeror’s should note that any general statement, or statements, that the Offeror will satisfy a requirement, provide a particular feature, or address a training objective without providing a valid and practical solution or sufficient supporting rationale thereby explaining how the requirement, feature, or training objective will be met or implemented are generally viewed as inadequate and may impact the Government’s ability to assess such unsupported claims or statements and as a result may adversely impact the assessment of the Offeror’s proposal, and could result in the Offeror being removed from consideration for award. Unsupported claims or statements that the Offeror understands the requirements, unsupported claims or statements that the Offeror can or will comply with requirements, and unsupported statements that merely paraphrase the requirements are generally inadequate and may impact the Government’s ability to assess such statements and as a result may adversely impact the assessment of Offeror’s proposal. Unsupported claims or statements such as “best commercial practices will be used,” “standard procedures will be used,” or “well-known techniques will be employed” are generally inadequate and may impact the Government’s ability to assess such statements and may adversely impact the assessment of the Offeror’s proposal if those statements are used without adequate definition, explanation, or supporting rationale

3.0 Formal Source Selection Procedures Do Not Apply

This delivery order evaluation and award is a streamlined evaluation and award conducted pursuant to FAR § 16.505. This streamlined evaluation and award contains fewer proposal submission requirements, a reduced page limitation, and is not being conducted using the formal source selection procedures of FAR Subpart 15.3. Because this streamlined evaluation and award is not using the formal source selection procedures of FAR Subpart 15.3, procedures such as a competitive range determination, pre-award notifications to Offerors excluded from a competitive range, pre-award debriefings, oral or written discussions with all Offerors within a competitive range, and requesting final proposal revisions from all Offerors included within a competitive range are not required. The identification of deficiencies and weaknesses, the Government’s questions and comments, and the Offeror’s answers and responses do not constitute discussions, clarifications, communications, or exchanges as used in FAR Subpart 15.3.

Under FAR § 16.505, the Government is required to afford all Offerors under the multiple-award contract a fair opportunity to submit an offer and have that offer fairly considered. Accordingly, the Government will evaluate each Offeror's proposal fairly, similarly, and in accordance with the solicitation's evaluation criteria. If the Government does not award on initial proposals, however, the Government will not establish a competitive range comprised of all of the most highly rated proposals. Accordingly, the Offeror's initial proposal must contain the Offeror's best terms, conditions, and prices. Pre-award debriefings and pre-award notifications of exclusion prior to award are not required under FAR Subpart 16.5, and the Government will not provide them.

After the Government has afforded all Offerors under the multiple-award contract a fair opportunity to submit an offer and have that offer fairly considered, the Government's selection official may take or direct any one or more of the following actions:

- (1) award to the offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of Section M's evaluation Factors;
- (2) obtain written resolutions or proposal revisions from the offeror whose initial proposal is the most advantageous to the government based upon an integrated assessment of the Section M evaluation Factors and would be awardable under the solicitation's evaluation criteria but for one or two easily-resolvable deficiencies, weaknesses, or clarifications — the resolution of which do not remove evaluated strengths or increase the offeror's proposed total evaluated price set forth in Section B of the task or delivery order; If resolution removes a strength or increases the apparent successful Offeror's proposed price, the Government will follow action number 3, below.
- (3) obtain price supporting information, without obtaining a revised proposal or increase in proposed price, from the offeror whose initial proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the Section M evaluation Factors;
- (4) further consider only the two offerors who are most likely to provide the most advantageous revised proposal to participate in one-on-one negotiations and submit proposed fixes and/or revised proposals;
- (5) further consider only the offeror who provided the most advantageous proposal to the government based upon an integrated assessment of the Section M evaluation Factors, despite any weaknesses or deficiencies that may exist with that proposal, where it would be an unequivocal waste of the other offerors' bid and proposal dollars to consider them further; or
- (6) not award to any offeror.

4.0 An Offeror's Evaluated Strengths

An Offeror may propose features that the Government wants to write directly into the delivery order via the Statement of Work, Specification, or other section of the delivery order. Exchanges with an Offeror regarding proposed features do not constitute "discussions" as that term is used at FAR Subpart 15.3, because FAR Subpart 15.3 does not apply to this delivery order competition conducted under FAR Subpart 16.5.

If the selection official has selected an apparent successful Offeror, and the apparent successful Offeror does not agree to include one of the Offeror's proposed features directly into the Statement of Work, Specification, or other section of the delivery order prior to award, the Government will revise its evaluation record for the selection official, which may or may not change the delivery order selection decision, depending upon the proposed feature's benefit or benefits to which the apparent successful Offeror does not agree.

5.0 Evaluation Factors for Award

1. TECHNICAL

The following are elements under the Technical Factor:

- 1.1 Operational Flight Program (OFP) H6.2 for 2F150F's
- 1.2 Aircrew Trainer Link-16
- 1.3 OFP H6.2 for Maintenance Training Devices (MTDs)
- 1.4 11H94 Maintenance Training Device (MTD) Test Set
- 1.5 Work Planning and Scheduling

2. PRICE

The Technical factor is more important than the Price factor. Elements within the Technical Factor are not rated subfactors and are not weighted.

Because Technical qualities are more important than the amount of the price, the selection official is permitted to select an Offeror that has proposed a higher price, within any stated budget in the RFP, if the technical superiority of that Offeror's proposal is worth the price premium. Thus, the selection official will perform a tradeoff between Offerors' evaluated prices and their evaluated Technical Factor strengths, weaknesses, and deficiencies.

Because a successful Offeror's evaluated strengths and weaknesses are generally exempt from release under the Freedom of Information Act, 5 U.S.C. § 552 — but so that unsuccessful Offerors might have some idea of where they stood in the evaluation compared to the successful Offeror — the Government will assign one of the Technical factor ratings below. The selection official, however, will not base his or her decision on those ratings because ratings are merely guides to intelligent decision making. The selection official is required to perform, and will perform, a tradeoff between Offerors' evaluated prices and their evaluated Technical factor strengths, weaknesses, and deficiencies.

TECHNICAL FACTOR RATINGS

The Government will assign one of the ratings below to the Offeror's Technical Factor based upon the Government's subjective assessment of each Offeror's evaluated strengths, weaknesses, and deficiencies.

Technical Factor Ratings	
Rating	
Outstanding	Proposal meets requirements and provides significant benefit to the Government, even with any evaluated weaknesses that may exist.
Good	Proposal meets requirements and provides benefit to the Government, even with any evaluated weaknesses that may exist.
Acceptable	Proposal meets requirements and may even provide some benefit to the Government, even with any evaluated weaknesses that may exist.
Marginal	Proposal is ambiguous whether it meets requirements and/or the Offeror may not be able to overcome evaluated weaknesses to meet requirements.
Unacceptable	Proposal does not meet requirements.

PART B. SPECIFIC INFORMATION

1.0 TECHNICAL

The Government will evaluate the information provided by the Offeror for the elements described below. As part of the Government's evaluation, the Government will evaluate the viability of the Offeror's proposed approach, including proposed calculations or design approaches-

Section L Part B Para. No	1.0 TECHNICAL FACTOR The Government will evaluate the Offeror's proposed approach to the technical elements listed below:
1.1	Operational Flight Program (OFP) H6.2 for 2F150F's: The Government will evaluate the Offeror's software design, integration and interface approach for the H6.2 OFP in the Weapon System Trainers (WSTs). REF: PRF 170015 para 3.1.1.2, 3.1.1.5, 3.1.1.9, 3.1.1.15 and 3.1.1.16; SOW 170014 3.2.1.1 (c), (d), (e), (h) and (i).
1.2	Aircrew Trainer Link-16: The Government will evaluate the Offeror's overall design approach for the implementation of Link-16. The Government will also assess all components and interfaces that are proposed. The Government will evaluate how the Link-16 messages are processed, both transmit and receive. The Offeror will be evaluated on whether the proposed Link-16 solution will allow future open competitive procurements to add additional capabilities in the future. REF: PRF 170015 3.1.1.17, 3.1.1.17.1, and 3.1.1.18; SOW 170014 3.2.1.1 (c) and (h)
1.3	OFP H6.2 for Maintenance Training Devices (MTDs): The Government will evaluate the Offeror's software design, integration and interface approach for the H6.2 OFP in the Maintenance Training Devices (MTDs). REF: PRF 170015 3.1.2.1 through 3.1.2.5.1; SOW 170014 3.2.2.1, 3.2.2.2 and 3.2.2.3
1.4	11H94 Maintenance Training Device (MTD) Test Set: The Government will evaluate the Offeror's hardware and software design, integration and interface approach for the simulated 708 Test Set into the 11H94. The Offeror will be evaluated on whether the proposed 708 Test Set solution will allow future open competitive procurements to add additional capabilities in the future. PRF 170015 3.1.2.5.1.1, REF SOW 170014 3.2.2.1 (b) and (c)
1.5	Work Planning and Scheduling: The Government will evaluate the Offeror's proposed schedule to determine if it is comprehensive, logical and realistic in fulfilling program requirements. The Government will evaluate the Offeror's proposed critical path activities. The Offeror will be evaluated on whether or not the proposed IMS meets the SOW requirements. The Offeror will be evaluated more favorably to the extent the proposed schedule maximizes efficiencies, while maintaining realism in the approach. REF: SOW 150053 para 3.1.2.3.3(a), (b), (g) and (h), 3.2.7.1, 3.2.8.14, 3.2.9, 3.2.9.1, 3.2.9.3

2.0 PRICE

Each offeror's price proposal shall be evaluated for administrative completeness, total price, price reasonableness, and compliance with the anticipated budget.

1. **Total Price:** The total evaluated price will be the sum of CLINs 0001, 0002, 0003, 0004, 0005, 0007, 0009, 0011, 0013, and 0015. CLIN 0006, 0008, 0010, 0012, and 0014 are not separately priced.
2. **Price Reasonableness:** Normally, competition establishes price reasonableness. It is expected that a contract award decision will include a determination that there is adequate price competition and that the proposed prices

are reasonable. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.

3. **Anticipated Budget:** The anticipated budget for CLINs 0001, 0002, 0003, 0004, 0005, 0007, 0009, 0011, 0013, and 0015 is listed below. Should an Offeror submit proposed prices that exceed the anticipated budget amount for each group of CLINs as outlined below, the proposal shall be unacceptable for award.

Associated CLINs	Budget Amount
0001, 0002, 0003, 0004, 0005, 0009, 0011, 0013, and 0015	\$2,800,000
0007	\$250,000
0006, 0008, 0010, 0012, 0014	<u>NSP</u>
Total	\$3,050,000

4. **Unbalanced Pricing:** As required by FAR § 15.404-1(g)(2), the government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government. This is not a price realism analysis.
5. **Administrative Information:** Each offeror's proposal will be evaluated to determine whether the offeror completed the following information requested in Section L:
- Signed Standard Form 33 for basic solicitation and each amendment.
 - Statement regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.
 - Completed Section K.
 - A statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.
 - The offeror shall provide the mailing address, telephone, fax numbers, and facility codes for the Offeror's local DCMA, DCAA, and Government Paying Office. The offeror shall also provide their TIN, DUNS and CAGE code.
 - The offeror indicate the most recent date on which their Accounting, Purchasing, Government Property, and Estimating Systems were determined adequate and shall identify the verifying Government agency. Negative responses required. Note: In order for an offeror to receive progress payment they must have an adequate accounting system. In the event the successful offeror does not have an adequate accounting system, the offeror may need to propose performance based payments (PBP) after contract award that will be analyzed as stated within the guidelines at the following site:
http://www.acq.osd.mil/dpap/cpic/cp/Performance_based_payments.html
 - A statement certifying that the offeror has complied with the terms of the provision established under clause H.16 of the Basic Training Systems Contract (TSC) III.