

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	UH-72A SFTS # 1 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 1 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	UH-72A SFTS ICS # 1 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device. FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	UH-72A SFTS # 2 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 2 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	UH-72A SFTS ICS #2 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	UH-72A SFTS # 3 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 3 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	UH-72A SFTS ICS # 3 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	UH-72A SFTS # 4 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 4 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	UH-72A SFTS ICS # 4 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	UH-72A SFTS # 5 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 5 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	UH-72A SFTS ICS #5 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	UH-72A SFTS # 6 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 6 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	UH-72A SFTS ICS # 6 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	UH-72A SFTS # 7 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 7 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	UH-72A SFTS ICS # 7 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	UH-72A SFTS # 8 FFP UH-72A SFTS: Produce, Test, Manage and Deliver one (1) each UH-72A Lakota Synthetic Flight Training System Trainer and spare parts: referred to as UNIT NUMBER 8 In accordance with the Statement of Work PEO STRI-13-W092 dated 25 October 2013 FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	UH-72A SFTS ICS # 8 FFP One year of CLS for the fielded system IAW the UH-72A SFTS SOW. The one-year period begins with Government on-site acceptance of the device FOB: Destination	1	Lot		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	UH-72A SFTS Trailer movment for training T&M Items procured under this CLIN are for the movement of the training devices with in their designate areas of operations for training. FOB: Destination				

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Technical Data / CDRLs FFP In accordance with the Statement of Work and Exhibits (DD Form 1423s) at Section J. Items procured under this CLIN are not separately priced and are to be included in the appropriate CLIN(s). FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Contractor Manpower Reporting FFP Contractor Manpower Reporting in accordance with the paragraph C.2 in section C and contract Clauses FOB: Destination				

---

NET AMT

DRAFT

Section C - Descriptions and Specifications

**C.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section C of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

**C.2** The Statement of Work for UH72A SFTS is enclosed at Attachment 1 to this DO as stated in Section J.

DRAFT

## Section D - Packaging and Marking

**D.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section D of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: The contract number for the successful offer will be entered into the DO at time of award.

### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5001 MARKING OF WARRANTED ITEMS (PEO-STRI) (SEP 2006)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

(End of Clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5004 PACKAGING AND MARKING OF REPORTS (PEO-STRI) (SEP 2006)

(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.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5152.247-5005 PROHIBITED PACKING MATERIALS (PEO-STRI) (SEP 2006)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5152.247-5006 PRESERVATION, PACKAGING, PACKING AND MARKING (PEO-STRI) (SEP 2006)

(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:

[Insert specific instructions]

(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.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5152.247-5009 TECHNICAL DATA PACKING INSTRUCTIONS (PEO-STRI) (SEP 2006)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the

outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

(End of Clause)

DRAFT

## Section E - Inspection and Acceptance

**E.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section E of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

**E.2 INSPECTION/ACCEPTANCE OF UH72A SFTS**

Each stage of inspection and acceptance for UH72A SFTS hardware and software shall be accomplished in accordance with the Statement of Work as well as the additional requirements specified below:

a. Entrance Criteria: System/functionality shall be fully integrated into the UH72A SFTS system in accordance with the Government approved interfaces. Installation shall be verified by an installation inspection and scenario dry-run to verify that the new system/functionality is completely and properly installed and ready for test. A Test Readiness Review (TRR) shall be conducted to determine if the system is ready for test. There shall be zero open Priority One or Priority Two Discrepancy Reports (DRs), and Priority Three DRs which have been approved by the Government to start formal testing (excluding any open or latent DRs found in the Government Furnished Information (GFI) baseline software or Government Furnished Equipment (GFE)). The Government reserves the right to proceed with testing with open Priority One or Priority Two DRs.

b. Exit Criteria: Successful completion of the Government approved test procedure(s) with no open DRs excluding any open or latent DRs found in the GFI baseline software or GFE. Any DRs that cannot be resolved must have Government approval.

**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	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government
0005	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government
0007	Destination	Government	Destination	Government
0008	N/A	N/A	N/A	Government
0009	Destination	Government	Destination	Government
0010	N/A	N/A	N/A	Government
0011	Destination	Government	Destination	Government
0012	N/A	N/A	N/A	Government
0013	Destination	Government	Destination	Government

0014	N/A	N/A	N/A	Government
0015	Destination	Government	Destination	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.246-5003 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (PEO-STRI) (JAN 2008)

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 electronic Wide Area WorkFlow Receiving Report.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.246-5012 INSPECTION AND ACCEPTANCE (PEO STRI) (APR 2012)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative, *(insert name)*.

(b) Acceptance of all Contract Line Item Numbers/Sub Line Item Numbers (CLIN/SLIN) shall be made by the accepting authority through Wide Area Work Flow (WAWF) Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(End of Clause)

## Section F - Deliveries or Performance

**F.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section F of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15 mths. ADC	1	EASTERN ARNG AV TNG SITE BUILDING 19 117 RANGE ROAD FT INDIANTOWN ANNVILLE PA 17003-5002 FOB: Destination	W80P7H
0002	12 mths. AFATA	1	N/A FOB: Destination	
0003	22 mths. ADC	1	WESTERN ARNG AV TNG SITE WAATS BLDG L4500 SILVERBELL ARMY HELIP MARANA AZ 85653-9598 FOB: Destination	W81BA5
0004	12 mths. AFATA	1	N/A FOB: Destination	
0005	15 mths. ADC	1	NE ARNG AASF 2 3010 E AIRPORT RD GRAND ISLAND NE 68801 FOB: Destination	W91PWM
0006	12 mths. AFATA	1	N/A FOB: Destination	
0007	15 mths. ADC	1	SC ARNG AASF 1 MCENTIRE ANG BASE 1325 SOUTH CAROLINA RD EASTOVER SC 29044-504 FOB: Destination	W81D8M
0008	12 mths. AFATA	1	N/A FOB: Destination	

0009	15 mths. ADC	1	ND ARNG AASF 1 4100 E DIVIDE AVE BISMARCK ND 58506-5511 FOB: Destination	W5ASU9
0010	12 mths. AFATA	1	N/A FOB: Destination	
0011	15 mths. ADC	1	AR ARNG AASF 1 CAMP JOSEPH T ROBINSON BLDG 0318 MISSOUR NORTH LITTLE ROCK AR 72199-9600 FOB: Destination	W41NB6
0012	12 mths. AFATA	1	N/A FOB: Destination	
0013	15 mths. ADC	1	CA ARNG AASF 1 4404 DOOLITTLE AVE HANGAR 2 LOS ALAMITOS CA 90720-5002 FOB: Destination	W62M5N
0014	12 mths. AFATA	1	N/A FOB: Destination	
0015	15 mths. ADC	1	MD ARNG AASF 1 BLDG E4081 EDGEWOOD APG ABERDEEN MD 21010-5401 FOB: Destination	W23N1F
0016	12 mths. AFATA	1	N/A FOB: Destination	
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A

#### CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000

52.232-9                    Limitation On Withholding Of Payments                    APR 1984  
 252.232-7003            Electronic Submission of Payment Requests and Receiving    JUN 2012  
                                  Reports

CLAUSES INCORPORATED BY FULL TEXT

52.211-9    DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE I (APR 1984).

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

<b>Ite m NO</b>	<b>Quantit y</b>	<b>Delivery Date</b>	<b>Number of days after receipt of award or modification exercising an Option(</b>
1	each	TBD	No later than 15 months after receipt of order (ARO)
2	each	TBD	12 Month PoP starts at Government acceptance
3	each	TBD	No later than 22 months after receipt of order (ARO)
4	each	TBD	12 Month PoP starts at Government acceptance
5	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2016-March 31, 2016
6	each	TBD	12 Month PoP starts at Government acceptance
7	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2016-March 31, 2016
8	each	TBD	12 Month PoP starts at Government acceptance
9	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2017-March 31, 2017
10	each	TBD	12 Month PoP starts at Government acceptance
11	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2017-March 31, 2017
12	each	TBD	12 Month PoP starts at Government acceptance
13	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2018-March 31, 2018
14	each	TBD	12 Month PoP starts at Government acceptance
15	each	TBD	Dependent on Offerer's approach assuming exercise of option January 01 2018-March 31, 2018
16	each	TBD	12 Month PoP starts at Government acceptance

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

Required Delivery Schedule		
Item NO	Quantity	Delivery Date
1	1 each	No later than 15 months after receipt of order (ARO)
3	1 each	No later than 22 months after receipt of order (ARO)

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

Offeror's Proposed Delivery Schedule			
Item NO	Quantity	Delivery Date (options excuted upon award of contract)	Number of days after receipt of award or modification exercising an Option ( Option that are not executed upon award of Contract
1	each		
2	each		
3	each		
4	each		
5	each		
6	each		
7	each		
8	each		
9	each		
10	each		
11	each		
12	each		
13	each		
14	each		
15	each		
16	each		

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by [Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

5152.201-5002 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (PEO-STRI) (SEP 2006)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

**ALTERNATE:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

5152.211-5006 PERIOD OF PERFORMANCE (PEO STRI) (SEP 2006))

(a) The contract shall commence on [insert effective date] and shall continue [insert either "for a period of months" or provide a calendar date]. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

5152.247-5003 TECHNICAL DATA AND INFORMATION (PEO-STRI) (SEP 2006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [insert exhibit number(s)], 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, which are listed in Block 6 of the DD Form 1423.

(1) PCO, Code [insert code].

(2) ACO, Code [insert code].

[insert additional code addresses, as necessary]

(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: [insert the abbreviation and mailing address to match]

(End of Clause)

## Section G - Contract Administration Data

**G.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section G of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

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

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

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

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

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

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

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

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

(End of clause)

#### 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).

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

Routing Data Table\*

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

LPO DoDAAC \_\_\_\_\_  
 DCAA Auditor DoDAAC \_\_\_\_\_  
 Other DoDAAC(s) \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

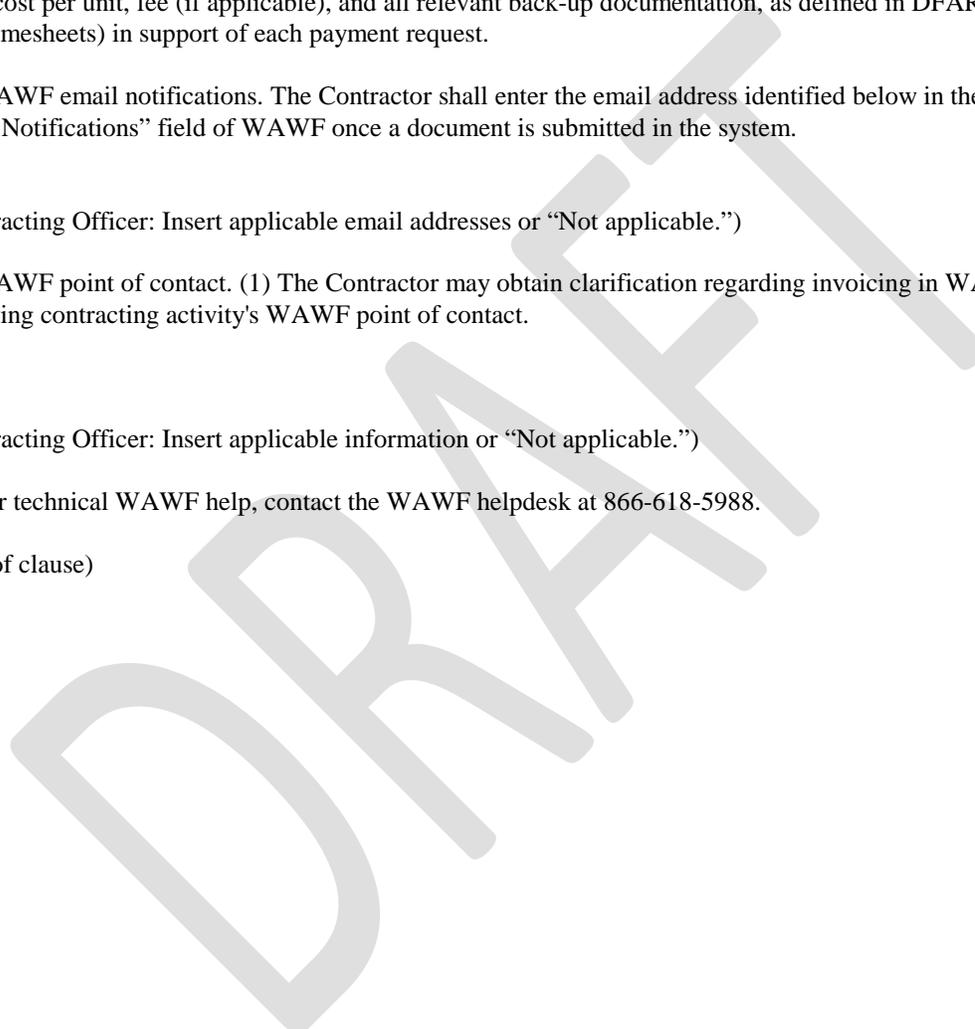
(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

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

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

(End of clause)



## Section H - Special Contract Requirements

**H.1** Clauses applicable to the UH72A SFTS procurement that are contained in Section H of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference under this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

### **H.2 GOVERNMENT INSIGHT AND APPROVAL**

a. In addition to the rights the Government has under the inspection clauses of this contract, the Government shall have the right of insight and approval. In order for the Government to ensure the highest practical probability of mission success for each UH72A SFTS unit, spare parts, weapon system upgrade and Engineering Change Proposal (ECP) processed through the contractor's facility, the Government must be provided an adequate level of insight into and/or approval of certain contractor products, tasks and milestones. The contractor shall maintain all documentation requiring insight or approval at the contractor's facility. This includes insight into and/or approval of certain subcontractor tasks where some hands-on operations are performed (e.g. process and drawing edits/creation and documentation).

b. The Government's monitoring of documentation related to UH72A SFTS requirements has two elements: approval and insight. Government approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, designs, analyses, tests, or success criteria in specified areas. Where Government approval is required, the UH72A SFTS contractor shall submit the necessary documentation to the Government Contracting Officer and copies to the Government Program Office.

c. Government insight is defined as gaining understanding necessary to knowledgeably concur with the contractor's actions through observation, inspection, or review of program processes, events, documents, meetings, tests, audits, hardware, etc. Where Government insight is required, the UH72A SFTS contractor shall notify the Government Contracting Officer and the Government Program Office of meetings, reviews, or tests in sufficient time to permit meaningful Government participation.

d. Should approval or insight identify noncompliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the contractor technical directions, the Government will take appropriate action under the terms of the contract to ensure contract compliance or resolve differences with the contractor.

e. The Product Manager for Air and Command Tactical Trainers (PM ACTT) team and the Contracting Officer shall have insight into and/or approval of contractor initiated changes that affect UH72A SFTS configuration and documentation, in accordance with UH72A SFTS Statement of Work. This insight/approval shall be accommodated with no increase to the contract price.

### **H.3 AT LEVEL I TRAINING.**

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract award and within 30 calendar days of new employees' commencing performance, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 10 calendar days after completion of training by employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>

#### **H.4 iWATCH TRAINING.**

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the PCO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the PCO no later than within 10 calendar days after completion of training by employees and subcontractor personnel.

#### **H.5 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA**

Awardees shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the Contractor-transmitted proprietary data that the Government does not already possess shall be provided by the Contractor at no cost to the Government.

#### **H.6 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY**

In accordance with FAR 45.201(a), the Government will furnish the item(s) of property listed in Section J, Attachment 4 - UH72A SFTS GFP/GFM/GFE/GFI List, to the contractor for use in performance of this contract. The GFP items listed in Attachment 4 are being provided in accordance with FAR 45.201(b) and will be made available to the successful Offeror.

#### **H.7 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT**

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other CURRENT OR FUTURE PROGRAM AND/OR design without additional compensation to the contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

#### **H.8 NOTICE AND APPROVAL OF RESTRICTED DESIGNS**

In the performance of this contract, the contractor shall, to the extent practicable, make maximum use of PROCESSES, machines, products, materials, PRODUCTION methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer, the contractor shall not produce a design, SOFTWARE or specification that requires in this EFFORT the use of SOFTWARE, products, materials, equipment, or processes that are known by the contractor to be available only from a sole source. The contractor shall promptly report any such design or specification to the Contracting Officer and give the reason why it is considered necessary to so restrict the design or specification.

#### **H.9 STANDARD COMMERCIAL WARRANTY**

The contractor shall extend to the Government the full coverage of any standard commercial warranty, normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

## H.10 AWARD/EXERCISING AN OPTION

At the time of DO award the Government may exercise any or all of the option(s), up to the option quantity stated for each option Contract Line Item Number (CLIN) in Section B. The Government may unilaterally exercise any or all of the option(s), incrementally or in whole, up to the option quantity stated for each option CLIN in Section B at any time after award of the DO provided the Contractor receives 30 days advanced written notice from the Contracting Officer prior to exercise of option(s). Such option(s) may be exercised at any time by issuing a modification to the DO not later than the timeframes stated below. The Government shall comply with FAR 52.217-7 – Option for Increased Quantity—Separately Priced Line Item. Any option may be exercised subject to the FAR 52.232-18 - Availability of Funds clause in Section I of the basic contract.

## H. 11 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

a. The following documents are incorporated herein by reference and made a part of this contract: \*Paragraph Nos. (insert paragraph number) through (insert paragraph number) of Contractor's Technical Proposal (or appropriate document(s) name) Version No. (insert appropriate version number), dated (insert date), entitled (insert title):

\*NOTE: To be added prior to award of DO.

b. Nothing contained in the Contractor's technical proposal shall constitute a waiver to any other requirement of this contract. In the event of any conflict between the Contractor's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. For purposes of the Order of Precedence clause the document(s) listed above shall rank (TBD).

c. The detailed technical content of the Contractor's proposal was an important factor in the selection of the Contractor for award of this contract. The documents listed above are now contractually binding. The Contractor shall not change or otherwise deviate from the content of these documents without prior written approval from the Contracting Officer.

d. If it is necessary to change the performance, design, configuration, or other items specified in the technical proposal in order to comply with the requirements of the contract clauses, special contract requirements, or statement of work, the contract shall be modified appropriately.

e. The Contractor agrees that the document(s) listed above reflect the results/responses to all exchanges and/or Evaluation Notices (ENs) issued during the negotiation process. If, after contract award, it is discovered that changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the Contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

## CLAUSES INCORPORATED BY FULL TEXT

5152.210-5000 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (PEO-STRI) (SEP 2006)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the

Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

(End of Clause)

5152.211-5002 GOVERNMENT INSTALLATION WORK SCHEDULE (PEO-STRI) (JUL 2013)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(End of Clause)

5152.215-5000 ANTICIPATED AWARD DATE (PEO STRI) (SEP 2006)

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

(End of Clause)

5152.223-5000 MATERIAL SAFETY DATA SHEET (MSDS) (PEO-STRI) (SEP 2006)

(a) The contractor shall forward the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to the following:

Name: Mr. Scott Brookins  
Address: PEO STRI, PM CATT/AC  
12350 Research Parkway  
Orlando, Florida 32826-3275

E-mail: Scott.Brookins@us.army.mil

Telephone: (407) 384-3654

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

(End of Clause)

5152.227-5000 INVENTION DISCLOSURES AND REPORTS (PEO-STRI) (APR 2011)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Chief Counsel  
U.S. Army, PEO STRI  
Attn: SFAE-STRI-L  
12350 Research Parkway  
Orlando, FL 32826

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(End of Clause)

5152.227-5001 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (PEO-STRI) (SEP 2006)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Army/Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

(End of Clause)

5152.227-5002 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (PEO-STRI) (SEP 2006)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

(End of Clause)

5152.227-5005 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (PEO-STRI)  
(SEP 2006)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

(End of Clause)

5152.228-5001 LIABILITY INSURANCE (PEO-STRI) (SEP 2006)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and FAR 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$ \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of Clause)

5152.232-5007 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (PEO-STRI) (SEP 2008)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its

personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be

limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed in accordance with the Department of Defense Joint Travel Regulations, Volume II, Paragraph C4558, Per Diem For Travel By Ship.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

(End of Clause)

5152.237-5000 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (PEO-STRI) (SEP 2006)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [insert "during the term of the contract" or "during the first \_\_\_\_\_ months of the contract"], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably

forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

(End of Clause)

5152.243-5000 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (PEO-STRI) (SEP 2006)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Mr. Felix R. Marrero Sr,  
 Address: PEO STRI, KOV-CATT  
 12350 Research Parkway  
 Orlando, Florida 32826-3275  
 Telephone: (407) 208-3267  
 Cell: (3231) 388-3444  
 E-mail: [Felix.r.Marrero@us.army.mil](mailto:Felix.r.Marrero@us.army.mil)

(End of Clause)

5152.243-5001 ENGINEERING CHANGES (PEO-STRI) (SEP 2006)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. However, proposed changes relating to improved performance necessary to meet increased data processing requirements of the user shall not exceed the contract requirements by more than 25%. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

(End of Clause)

#### 5152.246-5010 WARRANTY (PEO-STRI) (SEP 2006)

(a) Definitions:

(1) Acceptance. The word "acceptance" used herein means the signing of a DD Form 250 by the duly authorized Government representative.

(2) Supplies. The word "supplies" as used herein means end items furnished by the contractor.

(3) Defects. As used herein means any condition or characteristic in any supplies furnished by the contractor under this contract that is not in compliance with the requirements of the contract.

(4) Correct. As used herein means to eliminate the defects. Corrective action may include repair, replacement, redesign, and development and qualification of a modification to eliminate the defect and retrofit of such modification.

(5) Organic Repair. As used herein means organizational, intermediate, or depot level repair actions performed by any Army or other Department of Defense activity.

(6) Essential Performance Requirements. As used herein means any operational capability or other characteristic identified as an essential performance requirement necessary for the supplies to fulfill the military requirements for which they were designed. Essential performance requirements are set forth in Attachment (A) "Essential Performance Requirements" of the applicable specification (or, Detail Specification No.) [insert specification number or SOW number for avionics].

(b) Warranty.

(1) Notwithstanding inspection and acceptance by the Government or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that, all supplies furnished under this contract:

(i) shall conform to the design and manufacturing requirements in the contract and amendments thereto;

(ii) shall be free from all defects in material and workmanship, at the time of acceptance, and

(iii) shall conform to the essential performance requirements delineated in Attachment (A) of the applicable specification [add SOW number for avionics].

(2) With respect to Government-furnished property, the contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property in which case the contractor's warranty shall extend to such modification or other work.

(3) This warranty will not be voided by organic repair.

(c) Remedies.

(1) Corrective Actions. In the event of a breach of the contractor's warranty in paragraph (b) above, the Government, at its election, may require the contractor to take all actions necessary to correct the breach at no additional cost to the United States including:

(i) Perform analyses of causes of defects or failures resulting in a breach of warranty provisions under this contract, propose corrective actions for such causes including schedules for performing such corrective actions, and, if so directed by the Contracting Officer, perform the corrective actions proposed as a result of such analyses;

(ii) Correct, at the original point of delivery or at the contractor's plant, defective or nonconforming supplies;

(iii) Furnish, at the original point of delivery or at contractor's plant, such materials or parts and installation instructions as may be required to complete successfully the corrective action; and

(iv) Prepare and furnish new or revised data and reports associated with the corrective action, including all affected data delineated in the DD 1423s under this contract.

(2) Equitable Adjustment.

(i) If the Government elects not to require the contractor to take corrective action for any breach or warranty under this clause, the Government shall be entitled to an equitable reduction in the price of such supplies.

(ii) If the Government performs or has performed the corrective action, the Government shall be entitled to the reimbursement of reasonable costs incurred to correct the deficiency.

(3) When supplies require correction or replacement pursuant to this clause, the Government will bear the cost of the transportation to the port of CONUS entry. The contractor will bear the transportation costs between the CONUS port of entry and the site where correction or replacement action occurs and subsequent return to that port of entry.

(d) Notification and Correction Procedures.

(1) Except as the notification period may be extended by operation of paragraph (d)(4) herein, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above including a description of the breach within [insert the number of days or months for contract notification of breach of warranty], after acceptance of nonconforming or defective supplies. Written notice may consist of any of the following: a letter from the Contracting Officer or his duly authorized representative, conditions cited on the DD Form 250 for acceptance of supplies, a Quality Deficiency Report (QDR), or a Maintenance Action Form (MAF). If the Contractor has knowledge of a defect constituting a breach of the warranty in paragraph (b) above, such knowledge shall be deemed to constitute written notice.

(2) Within [insert number of days to submit written plan for remedies to PCO] days of such notification, the contractor shall submit to the Contracting Officer a written plan with recommended actions and a proposed schedule to remedy the breach.

(3) The contractor warrants that all corrective action pursuant to the Remedies section of this clause shall be completed and supplies tendered for redelivery to the Government within either (i) [insert number of calendar days contractor has to redeliver supplies] calendar days from the date of contractor receipt of uncorrected supplies at the contractor's plant or original point of delivery or (ii) a schedule pursuant to a plan of action approved in writing by the Contracting Officer. If the contractor is unable to provide corrective action within the applicable time frame, the contractor shall request an extension, in writing, from the Contracting Officer.

(4) Notification Period for Board of Inspection and Survey Trials. (Applicable only to Aircraft) If Board of Inspection and Survey (BIS) trials are conducted or will be conducted under this or any prior contract with respect to aircraft of the type or types to be delivered under this contract, the period of notification of a breach of the warranties in paragraph (b) shall be one (1) year from the date the last aircraft of the type being acquired under this contract completes BIS trials, or two (2) years from the date the first such aircraft is accepted for such trials, whichever is later. For the purpose of this clause, aircraft with different Government model letter designations shall, unless otherwise provided in the contract, be considered aircraft of different types.

(5) Warranty for Corrected or Replaced Supplies. Any supplies or components replaced pursuant to this warranty are subject to the provisions of this clause, including those on remedies and notification, in the same manner as supplies or components initially delivered. For supplies or components corrected under this clause by repair, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above (including a description of the breach) within [insert number of days or months the Government has to notify the contractor of any further breach of warranty for supplies that were supposed to be corrected] after receipt by the Government of the corrected supplies.

(6) The contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the Contracting Officer's direction to correct the breach. If after the contractor undertakes correction, it is determined that a breach of warranty did not occur, the price and other affected provisions of this contract will be equitably adjusted to compensate the contractor for actions taken pursuant to this clause.

(e) Marking.

(1) For each aircraft, missile, or engine delivered, the contractor shall provide complete, accurate and legible warranty information in the Aircraft or Engine Log Book or Aeronautical Equipment Service Record as part of the acceptance of each aircraft, missile, or engine.

(2) All other warranty supplies furnished under this contract shall be identified as such by marking each weapon replaceable assembly (WRA) in accordance with MIL-STD-130 and each shipping container in accordance with MIL-STD-129.

(3) For supplies accepted conditionally or under special conditions, the applicable log book or aeronautical equipment service record card shall specify any exceptions to acceptance, including work to be completed, material to be installed and defects or nonconformances to be corrected.

(4) All warranty markings shall be indelible, legible and include, as a minimum, the following:

(i) "WARRANTY ITEM" in bold letters at least twice as large as those used to provide additional information;

- (ii) NSN, manufacturer's part number, serial number or other item identifier;
- (iii) contract number;
- (iv) manufacturer or entity providing the warranty;
- (v) date or time for expiration of the warranty;
- (vi) a statement that organic repair will not void the warranty; and,
- (vii) shipping location and point of contact for warranty repairs.

(f) Warranty Administration.

(1) The contractor shall provide updated Warranty Status Reports to the Government in accordance with DI-MISC-80733 and applicable DD Form 1423s.

(2) Dual Processing. When an item is required to be processed for a QDR investigation and a warranty claim, the contractor shall fulfill both requirements. If the contractor has extenuating circumstances that make it impossible to meet the warranty turnaround requirements and also perform a QDR investigation, then the contractor shall request from the Procuring Contracting Officer (PCO) or his duly authorized representative an extension of the warranty turn-around-time in paragraph (d)(3) above.

(g) Miscellaneous.

(1) The rights and remedies of the Government and the contractor provided in this clause are in addition to, and do not limit, any rights and remedies the Government and contractor may have under any other clause or provision of this contract.

(2) The Government's rights under this contract because of latent defects, fraud, or such gross mistakes as amount to fraud are not limited by this clause.

(3) The warranties expressed herein are in lieu of any implied warranty of Merchantability or Fitness for a particular purpose.

(End of Clause)

## Section I - Contract Clauses

**I.1** Clauses applicable to the UH-72A SFTS procurement that are contained in Section I of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-7 Alt I	System for Award Management-- Alternate I	JUL 2013
52.204-8	Annual Representations and Certifications	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-20 Alt I	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate I	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-5	Evaluation Of Options	JUL 1990
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	NOV 2013
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003

52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software License	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.232-16	Progress Payments	APR 2012
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-25	Prompt Payment	JUL 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0008	Contract-wide: Contracting Officer Specified ACRN Order	SEP 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	JUN 2012

252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JULY 2013)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
  - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
  - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, or
- (2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

- (i) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
  - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
    - (1) Of the acceptability of any subcontract terms or conditions;
    - (2) Of the allowability of any cost under this contract; or
    - (3) To relieve the Contractor of any responsibility for performing this contract.
  - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
  - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
  - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

#### 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):

<http://farsite.hill.af.mil>.

<http://www.acquisition.gov/far/>

(End of clause)

#### 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAXLIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0010) (APR 2013)

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

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

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

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

(End of provision)

252.211-7001 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)

(Complete Address)

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

(End of Provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(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](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 (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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](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 No.	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 No.	Item description
.....	.....

(If items are 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 paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier 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 identifier 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, 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.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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.
- (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.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique 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:

(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 Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items 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.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
- (2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance

with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

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

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

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

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

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

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

(6) Executive Order 13222, as extended.

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

(End of clause)

#### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (JUN 2013)

(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 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 thereunder, 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 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 are 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.

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(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 \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, 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 requires 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.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (MAY 2013)

(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 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), (vi), and (vii) 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 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

(D) Such use is subject to the limitations in paragraphs (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;

(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 the performance of covered Government support contracts that contain the clause at 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—

(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 thereunder 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 development 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 data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

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

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

\* 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 a 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 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 transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

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

#### SPECIAL LICENSE RIGHTS

The Government's 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.

(End of clause)

#### 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) Government rights to contract award. By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award--The Contractor agrees--

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

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

(a) The terms used in this provision are defined in 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 documents, 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 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	Basis for Assertion	Asserted Rights Category	Name of Person Asserting
With Restrictions *	**	***	Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(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.

(End of provision)

## 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2011)

## (a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

## (d) Requests for information.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the--

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may--

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restrictions and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct the strike the markings at the Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions. (1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three

years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Major systems. When the Contracting Officer challenges an asserted restriction regarding noncommercial computer software for a major system or a subsystem or component thereof on the basis that the computer software was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the computer software was developed exclusively at private expense.

(g) Challenge procedures. (1) A challenge must be in writing and shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (g)(1) of this clause, the Contracting Officer will issue a final decision, in accordance with paragraph (f) of this clause and the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has--

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the contractor a reasonable opportunity for responding to each challenge.

(h) Contractor appeal--Government obligation. (1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (h)(3) of this clause, it will honor the asserted restriction--

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has: (A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or (B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to--

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), 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. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(i) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained--

(i) Any restrictive marking on such computer software shall be struck or corrected at the contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained--

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(j) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

#### 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (MAY 2013)

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms ``covered Government support contractor," ``limited rights," and ``Government purpose rights" are defined in the clause at 252.227-7013, Rights in Technical Data-Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms ``covered Government support contractor," ``government purpose rights," and ``restricted rights" are defined in the clause at 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms ``covered Government support contractor," ``limited rights," ``restricted rights," and ``SBIR data rights" are defined in the clause at 252.227-7018, Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited rights, restricted rights, or SBIR data rights legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7.

(3) GFI marked with specially negotiated license rights legends.

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) GFI technical data marked with commercial restrictive legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the

Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

(End of clause)

#### 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

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

(End of clause)

#### 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or

amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

#### 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (JUN 2013)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b)(2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1) of this clause). When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive

marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

- (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.
- (End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

**Jection J – List of Documents, Exhibits, and othe Attachments**

## List of Exhibits &amp; attachmnets

Document Type	Description	Pages	Date
Exhibit A December 2013	DD Form 1423-1 – Contract Data Requirement List for Statement of work (SOW) PEO-STRI- 13-W092, & Annex to Exhibit A	19	18
Exhibit B December 2013	DD Form 1423-1 – Contract Data Requirement List for Statement of work (SOW) PEO-STRI- 13-W092, & Annex to Exhibit B	10	18
Exhibit C	DD Form 1423-1 – Contract Data Requirement List for Statement of work (SOW) PEO-STRI- 13-W092, & Annex to Exhibit C	16	18 December 2013
Attachment 1 October 2013	UH-72A SFTS (SOW) PEO-STRI-13-W092	11	25
Attachment 2 November 2013	UH-72A SFTS System Specification (PEO STRI-SPEC-RFP-PT-00611)	61	07
Attachment 3 December 2013	Data Item Transmittal Acceptance/ Rejection Form	01	27
Attachment 4 2013	UH-7A SFTS GFP/GFM/GFI	1	10 January
Attachment 5 2013	UH-7A SFTS Proposal Submission Instructions and Evaluation Criteria (Section L& M)	0?	10 January
Attachment 6 2013	UH-7A SFTS Distribution Agreement	0?	10 January
Attachment 7	UH-7A SFTS Question and Comments Matrix	TBD	
Attachment 8	UH-7A SFTS Request for Proposal (RFP) Questions and answers	TBD	
Attachment 9	UH-7A SFTS Department of Defense Contract Security Classification DD254 (planning document)	TBD	

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

## CLAUSES INCORPORATED BY FULL TEXT

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
  - (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
  - (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
  - (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
    - (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
    - (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
- (End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

**SECTION L – SUBMISSION INSTRUCTIONS**

**L.1 Solicitation Provisions Incorporated by Reference.** Pursuant to FAR Subpart 15.209(a), the clause at FAR 52.215-1, entitled INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004), is hereby incorporated under this Solicitation Opportunity Number STOCII-14-KOV-0002 by reference.

**L.2 Program Structure and Objectives**

**L.2.1** This UH-72A Synthetic Flight Training System (UH-72A SFTS) acquisition is being conducted under FAR Subpart 16.5 and the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) Omnibus Contract II (STOC II) Multiple Award Contract, with a planned award in the fourth quarter of Fiscal Year 2014 (FY14). The period of performance and all associated delivery dates are subject to change in the event the award is made prior to or after 4 December 2014: schedules may be adjusted accordingly on a day-for-day basis.

**L.2.2** This acquisition will result in award of a single STOC II delivery order to the successful STOC II Lot 2 Offeror selected through a best value competition. Type of Delivery Order (DO) is Firm Fixed-Price (FFP), with one Time & Material (T&M) line item. The Government may exercise options at time of award, at the sole discretion of the Procurement Contracting Officer (PCO). However, all options are subject to the availability of funds and the Government is under no obligation to exercise any option(s). If all options are exercised incrementally, the anticipated period of performance may span up to, but shall not exceed 5 years After Receipt of the Order (ARO).

**L.2.3** The Government may require the delivery of each Contract Line Item Number (CLIN) identified in the Schedule as an option item, in the quantity and at the prices stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor, given 30 days prior to exercise of the option(s).

**L.3 Key Dates**

Solicitation Questions Submission Date	12May 2014, no later than 1:00 pm EST
Solicitation Closing Date:	28 May 2014, no later than 1:00 pm EST
Tentative Award Date:	04 Dec 2014
Proposal Validity:	180 days after Solicitation Closing Date

**L.4 Points of Contact**

The PCO for this Solicitation is Mr. Felix R. Marrero, Sr.

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Felix R. Marrero, Sr. Contracting Officer, SFAE-STRI-KOV  
STOCII-14-KOV-0002  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 208-3267  
Email: [felix.r.marrero@us.army.mil](mailto:felix.r.marrero@us.army.mil)

The Acquisition Center point of contact (POC) for this Solicitation is Mr. Craig Cunningham:

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Craig Cunningham, Contract Specialist, SFAE-STRI-KOV  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 384-5263  
Email: [craig.cunningham@us.army.mil](mailto:craig.cunningham@us.army.mil)

The Acquisition Center alternate point of contact (APOC) for this Solicitation is Mr. Jason Jerome:

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Jason Jerome, Contract Specialist, SFAE-STRI-KOV  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 208-5868  
Email: [jason.jerome2@us.army.mil](mailto:jason.jerome2@us.army.mil)

THE PCO, MR. FELIX R. MARRERO, SR., (407) 208-3267, AND THE DESIGNATED CONTRACT SPECIALISTS (POC AND APOC) AS LISTED HEREIN ARE THE SOLE GOVERNMENT POINTS OF CONTACT FOR THIS SOLICITATION.

## **L.5 General Instructions**

**L.5.1** The Government's Solicitation provides the Offeror with the following elements: Standard Form 33, STOC II Model Delivery Order (Sections A - K), Section L and Section M with attached sample forms, Exhibits A through C, and delivery order Attachments. Based upon the Solicitation's requirements, the Offeror shall submit a proposal containing all of the information as described in the paragraphs that follow.

**L.5.2** This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all

data and information requested and must be submitted in accordance with these instructions. The Offeror shall not submit additional proposal information that is not specifically requested by this Solicitation. Such additional proposal information will not be considered during the evaluation process. The Offeror's proposal shall be compliant with these submission instructions (Section L) and shall meet requirements as stated in the STOC II Model Delivery Order. Non-conformance with the instructions provided may result in an Offeror being found non-responsive and may result in an unfavorable proposal evaluation.

**L.5.3** Offerors must assume any data they have previously submitted in response to another Solicitation, whether to PEO STRI or another agency will be unavailable during this proposal evaluation and source selection process. Offerors will not incorporate data into this proposal by referring to another proposal or another source. Any references to sources not provided with an Offeror's proposal will not be considered.

**L.5.4** Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation only on the information presented in the Offeror's proposal. The Government will not assume the Offerors will do anything that is not expressly stated in their proposal.

**L.5.5** In presenting material in their proposal, Offerors are advised that quality of information is more important than quantity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Elaborate brochures or presentations, binding, detailed art work and other documents beyond what is sufficient to present a complete and effective proposal, are unnecessary and are not desired. The proposal shall be specific, detailed and complete as to clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements.

**L.5.6** The proposal should not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the Offeror intends to meet the UH-72A SFTS requirements. Paraphrasing the Statement of Work or parts thereof is inadequate, as are phrases such as "standard procedures will be employed" or "well-known techniques will be used." Mere reiteration of the requirement or standard reference material is discouraged and may be considered inadequate and non-compliant. It is the Offeror's responsibility to present enough information to be meaningfully evaluated without discussions.

**L.5.7** For proposal evaluation purposes the Offerors shall prepare their proposals assuming a contract start date of 4 December 2014.

OFFERORS ARE HEREBY ON NOTICE THAT A FAILURE TO SUBMIT ALL THE REQUIRED DOCUMENTATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE

GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE UNACCEPTABLE, AT THE SOLE DISCRETION OF THE PCO.

## **L.6 General Information**

**L.6.1** This competition is being conducted to provide Fair Opportunity pursuant with under FAR Subpart 16.505 entitled *ORDERING*. The Government intends to evaluate proposals and award a delivery order without "exchanges" other than "clarifications," as defined in FAR Subpart 15.306. Clarifications are defined in FAR Subpart 15.306, but this term is used without otherwise importing the policies and procedure of FAR Part 15. Initial proposals should therefore contain the Offerors' best terms. While the Government reserves the right to request additional information after receipt of Offeror's response to the Solicitation, failure to respond in accordance with the proposal instructions may result in a determination that an Offeror is ineligible to be considered for award, at the sole discretion of the Contracting Officer.

**L.6.2** Electronic Submission of the proposal is due no later than 1:00 PM, Eastern Standard Time (EST), on 28 May 2014 to the POC listed at paragraph **L.4**, above. For additional details pertaining to proposal submission see Table L-1, located below at paragraph **L.7**.

**L.6.3** The order of precedence for addressing any questions or concerns you may have concerning this Solicitation is the POC, APOC and PCO listed at **L.4**. A courtesy copy of all e-mail correspondence submitted to the POC shall be provided to the APOC and PCO. Interested parties shall submit questions and comments regarding this RFP by electronic mail to Craig Cunningham and Jason Jerome with the RFP number in the subject line.

**L.6.4** Questions and comments shall be submitted in writing using the Question and Comment Matrix at Attachment 13 to this Solicitation. If the Government deems the question appropriate, the answer will be published through the issuance of a Solicitation amendment prior to the deadline for final proposal submissions provided those questions are received by 1:00 PM, EST on 12 May 2014.

**L.6.5** If an Offeror perceives its questions may reveal proprietary or protected information, it must clearly mark the subject sentence or paragraphs and notify the Government that it considers the information proprietary. If the Government does not agree the information is proprietary the Government may choose not to answer the question. The Government will post the non-proprietary answers, without Offeror identification, to the STRIBOP website located at <https://bop.peostri.army.mil/sites/bop/default.aspx>.

**L.6.6** The Government may issue one or more Solicitation amendment(s) prior to the deadline for final proposal submissions based upon the questions received. However, the Government does not anticipate that the closing date for receipt of offers will be extended. Whereas Offerors shall not make any changes to the Solicitation, all objections, or any exceptions to the terms and conditions shall be submitted using the Question and Comment Matrix. Questions and Comments received after the 12 May 14 deadline may not be answered prior to proposal

submission or at all. Accordingly, Offerors are encouraged to carefully review all Solicitation requirements and submit questions to the Government early in the proposal preparation cycle.

**L.6.7** The successful Offeror will be required to comply with all aspects of the requirements documents for the contract resulting from this Solicitation. Features offered beyond the requirements of this Solicitation will be incorporated into the resultant delivery order.

**L.6.8** The Offerors shall ensure that each proposal volume submitted contains only the information relevant to that specific volume. The Offerors are cautioned that each volume of the proposal is evaluated stand-alone against the criteria set forth in Section M of the Solicitation and the evaluators for one volume may be different than the evaluators of another volume. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate volume of the proposal it will not be evaluated.

**L.6.9** The Government will consider information it requires for proposal evaluation that is not found in its designated volume as the Offeror having omitted it from the proposal. For example, if the Integrated Master Schedule (IMS) is submitted under the cost volume rather than the volume specified, the proposal will be evaluated as if no IMS were submitted at all. Offerors are advised that they are prohibited from including any cost and/or pricing information in any non-Cost/Price volume except where expressly required in the submission instructions.

**L.6.10** The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments and technical capability, including contract terms and conditions, or unrealistically high or low in cost/price when compared to the Government's estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

**L.6.11** Offerors are advised that proposals shall be accepted only from STOC II, Lot II awardees. Such Offerors shall be responsible for submitting complete proposal packages containing all components of the proposal inclusive of any team member or subcontractor proposal information. Pricing data, or other information which may be considered proprietary by team members or subcontractors, shall be submitted with the Prime contractor's proposal. One copy of the proposal shall have all proprietary information redacted. Redacted copies of subcontractor proposals shall be submitted in an Appendix within the appropriate proposal volume(s) of the Prime contractor's proposal (e.g., Technical - Volume II, Cost/Price – Volume III), evidencing the parties have mutually agreed to all terms and conditions and have a thorough understanding of performance expectations. An original team member, or subcontractor proposal, shall be submitted complete without redactions in a separate sealed envelope by the Prime contractor. Only proprietary information may be redacted from subcontractor proposals: information redacted that is not proprietary may be grounds for evaluation as a significant weakness or deficiency.

**L.6.12** Submission, modification, revision, and withdrawal of proposals:

Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the Solicitation by the time specified in this Solicitation. 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 –

(1) 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

(2) 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,

(3) It is the only proposal received.

**L.6.12.1** 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 and may be accepted.

**L.6.12.2** 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.

**L.6.12.2** If a Government Furlough, 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.

**L.6.12.3** Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

**L.6.12.4** Multiple offers or alternative offers will not be accepted.

**L.6.13** If the successful Offeror is a subsidiary or a closely-held corporation, a guaranty agreement (DCMA Form 1620 or equivalent) may be required by the Contracting Officer prior to contract award. If a guaranty agreement is required and it is a corporate guaranty from a company that does not file with the Security Exchange Commission (SEC), financial statements (with

notes) for the last two completed fiscal years (and current year-to-date statements) shall be submitted with the executed guaranty agreement. If the agreement is a personal guaranty, federal tax returns for the past three tax years and a current personal balance sheet will be submitted with the executed guaranty agreement. After review of the submitted financial statements/tax returns, additional financial information may be required at the discretion of the Contracting Officer.

**L.6.14** If the Contracting Officer requires submission of a guaranty agreement, the guarantor's financial condition will be evaluated in accordance with PEO STRI's standard procedure for financial analyses. The financial analysis will give the greatest weight to: company growth/stability, profitability, balance sheet strength, cash flow from operations and documented sources of commercial credit.

#### **L.6.15 Classified Information**

Classified information shall not be provided in this Solicitation or in any Government Furnished Information (GFI) provided under this Solicitation. Classified information is not required in the Offeror's proposal, or any response to this Solicitation, nor shall it be submitted.

#### **L.6.16 Debriefings**

The PCO will promptly notify Offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR Subpart 15.505. Upon award of the delivery order, the PCO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR Subpart 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR Subpart 15.505 or FAR Subpart 15.506, as applicable. Debriefing format is at the sole discretion of the PCO.

#### **L.6.17 Discrepancies**

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale. Use of e-mail for PCO notification is encouraged when a discrepancy is noted. A courtesy copy of all e-mail correspondence submitted to the PCO regarding discrepancies shall be provided to the PCO & APCO.

#### **L.6.18 Use of Systems Engineering and Technical Assistance (SETA) Support Contractor Personnel**

The Offerors are hereby advised that the Government may use non-Government participants in the Source Selection Process and that these participants will have access to your proposal. The non-government participants are employees of Electronic Consulting Services, Inc. (ECS) under contract to the Government and will serve as a technical advisor to the Government. They will

be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. The Government will ensure that all SETA support contractor personnel used in this capacity have signed certificates of non-disclosure and financial interest, or an equivalent document. Each of the Prime's contracts with the Government, and the subcontractor's contract, include the Organizational Conflict of Interest (Services) clause, PEO STRI 5152.209-5004 or equivalent. Submission of an offer shall constitute consent to the disclosure of proprietary information to the applicable SETA support contractor participants in the source selection. If the contractor is not willing to provide this consent, written notification to the PCO is required no later than 10 days prior to the proposal delivery date.

## L.7 Proposal Volumes

<b>Table L-1 Proposal Organization</b>				
<b>Volume</b>	<b>Title</b>	<b>Copies</b>	<b>Page Limit</b>	<b>Submission Date</b>
I	Administrative Information	1 Original Electronic <sup>1</sup>	No page limit	NO LATER THAN 1:00 pm EST on 28 May 2014
II	Technical	1 Original Electronic <sup>1</sup>	Volume II not to exceed 50 total pages. No page limit on IMS <sup>2</sup>	NO LATER THAN 1:00 pm EST on 28 May 2014
III	Cost / Price	1 Original Electronic <sup>1</sup>	No page limit	NO LATER THAN 1:00 pm EST on 28 May 2014

NOTE 1: Electronic submissions = Compact Disc (CD)

NOTE 2: Submission of Integrated Master Schedule (IMS) in **MS Project 2007** shall be electronic on Technical - Volume II CDs only. Do not submit paper/hard copies of IMS.

### L.7.1 General Volume Content Requirements

Offerors shall prepare their proposal as set forth in the Proposal Organization Table (Table L-1 above). The titles and contents of the volumes shall be as defined in the table, all of which shall be within the required page limits and with the number of copies as specified in Table L-1. The proposal must consist of Volumes I through Volume III. All information shall be confined to the appropriate volume. Cost/Price information shall be contained ONLY in the Cost/Price volume, or specific documents requiring completion in the Administrative Information volume where required in these submission instructions. Each volume of the proposal shall contain a Table of

Contents and Volume Summary. The Volume Summary section shall contain a brief abstract of the volume not to exceed 1 page. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes. Each volume submitted in hard copy format shall be submitted in a separate three ring binder. Each volume, whether a hard copy or electronic (CD) shall contain: Title of the program, Solicitation Opportunity Number, Proposal Title and Volume Number, Offeror's Name and address, Proposal Copy Number and Amendment Number (if applicable). Written Proposal and all supporting documentation shall be submitted in English format. Proprietary information shall be clearly marked. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals.

### **L.7.2 Page Limitations**

Page limits do not include; cover and title pages; tables of contents; summary pages; IMS; pages marked "Intentionally Blank"; glossary of abbreviations and acronyms; Binding Agreements; volume Appendixes; section separators/tabs, or other items inserted solely for the purpose of reading ease and locating sections of the proposal. Offerors will be strictly held to the page count for each volume. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be destroyed by the Government. The Government will consider information contained on pages in excess of page limits as the Offeror having omitted it from its proposal.

### **L.7.3 Cross Referencing Between Volumes**

Each volume shall be written on a stand-alone basis. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal.

### **L.7.4 Indexing**

A Table of Contents should be created using the Table of Contents feature in Microsoft (MS) Word. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Table of Contents do not count against the page limitations for their respective volumes.

### **L.7.5 Page Size and Format**

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Each paragraph shall be separated by at least one blank line. Pages shall be single spaced with portrait orientation. Except for the reproduced sections of the solicitation document (Section A-K), the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing

or page layout software. Use at least 1 inch margins on the top and bottom (header/footer 0.5" from edge of paper) and ¾ inch side margins. All pages of each volume shall be appropriately numbered (X of Y) and shall contain the company name, date and solicitation number in the header and/or footer. Pages shall be numbered sequentially by volume. All pages shall be marked: "**SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104**" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable.

**L.7.5.1** Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size.

**L.7.5.2** Foldout pages shall fold entirely within the volume and each 8.5 x 11 surface of a foldout shall be counted as a separate page (i.e., one 11 x 17 foldout equal's 2 proposal pages). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For pre-existing documentation, text in tables, charts, graphs and figures text shall be no smaller than 8 point when included in proposal. For other tables, text shall be no smaller than 10 point and landscape orientation may be used. These limitations shall apply to both electronic and hard copies of proposals submitted.

## **L.7.6 Electronic Offers**

Offerors shall submit 1 sets of the entire proposal (3 volumes) in electronic format, using non rewritable CDs. The content and page size of electronic copies must be identical to the hard copies. For electronic proposal submission, each proposal volume shall consist of the separate electronic file(s), submitted on separate CDs. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume-II\_Technical\_Appendix-A). All CDs shall be appropriately labeled with the Title of Proposal, Solicitation/Opportunity Number, Proposal Volume number and Title, Offeror's Name and address, Copy Number, and Amendment Number (if applicable). Use separate files to permit rapid location of all portions, including Sub-Factors, exhibits, annexes, and attachments, if any. If files are compressed, the necessary decompression program must be included. When submitting electronic versions of their proposal, Offerors shall follow these instructions:

a. Electronic storage media shall be submitted in one of the following formats: pre-recorded (pressed) CD-ROM or CD-R.

b. All files on each CD shall be directly supported by **Microsoft Office 2007** and verified to be free of any virus or malware.

- Word documents – Set "Save as type" to "Word Document (\*.docx)" only.
- Excel spreadsheets – Set "Save as type" to "Microsoft Excel Workbook (\*.xlsx)."
- PowerPoint presentations – Set "Save as type" to "Microsoft PowerPoint 2007 Presentation (\*.pptx)."

- Microsoft Project - There are no special “save” functions required.

d. Submit PDF documents using only Adobe Acrobat 9.0 or later. A PDF version of all electronic documents produced and submitted in native format shall also be included as a control copy. Do NOT submit any documents in PDF format that are copied as “images.”

e. When creating PDF and Microsoft Office files, always create to enable textual search and copy functions.

## **L.8 Proposal Submission**

**L.8.1** Offerors must submit Electronic copies of their proposals in accordance with Table L-1, Proposal Organization. The proposal shall be submitted to the Contract Specialist (POC listed at paragraph **L.4**).

**L.8.2** The Government does not authorize submission of telegraphic or facsimile offers for this Solicitation. Proposals submitted by e-mail will be rejected: hand carry and/or mail hard copy/electronic copies (CDs).

**L.8.3** If a proposal or proposal amendment(s) is/are mailed, the Offeror shall ensure its proposal is received at the designated Government office by the due date and time of submission of proposal(s). The Offeror shall mark the outside shipping container with the Solicitation Opportunity Number (STOCII-14-KOV-0002 ). If a proposal or proposal amendment is mailed, the Offeror shall submit via a parcel service with tracking capability. The service shall ensure a signed, dated and time stamped receipt is required by the respective POC, APOC, or PCO upon delivery. Both the Government and the Offeror shall be provided a copy of the receipt.

**L.8.4** For a hand-carried proposal, the Offeror shall submit it directly to the Contract Specialists (POC, APOC) or PCO no later than 1:00 pm EST on 28 May 2014 on the Solicitation Closing Date.

**L.8.4.1** If the proposal/amendments/final proposal revision is hand carried, the Offeror shall notify the PCO and the Contract Specialist (POC/APOC), identified at paragraph **L.4** above, by e-mail 48 hours in advance of its intent to hand deliver its proposal. The e-mail must include the name of the organization, along with the name and phone number of the individual delivering the proposal in order to arrange a delivery time and location.

**L.8.4.2** The Contract Specialist will annotate the date and time of proposal receipt and number of items received. The Contract Specialist will also provide a copy of the Proposal Receipt Form to the Offeror. The Contract Specialist’s signature only denotes the receipt of the proposal; she/he is not responsible for the proposal delivery content or condition.

## **L.9 Administrative Information – Volume I**

Within the Administrative Information volume, the Offeror shall include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all key proposal preparation personnel. Specifically, the contact list shall provide the company/division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror's company contractually. The contact list shall also identify those personnel authorized to negotiate on behalf of their company, as well as a single point of contact for all correspondence (such as setting up briefing times, coordinating Evaluation Notice [EN] deliveries, if any, etc.). Furthermore, the contact list shall indicate the person to contact in the event the Offeror is awarded a delivery order (provide, at a minimum, contact's title, phone number, and e-mail address); typically the person to notify in the event of award is a senior professional of the corporation. Failure to comply with the terms and conditions of the Solicitation may result in the Offeror being removed from consideration for award at the sole discretion of the PCO.

### **L.9.1 General Instructions**

Offerors may submit a request to obtain additional Government Technical Data in support of proposal preparation. In order to obtain this Government Furnished Information (GFI) the Offeror shall complete the Distribution Agreement, included as Attachment 9 to the RFP, and email to [Craig.Cunningham@us.army.mil](mailto:Craig.Cunningham@us.army.mil) with a copy to [Jason.Jerome2@us.army.mil](mailto:Jason.Jerome2@us.army.mil). The deadline for this request is 3:00 PM, EST on 12 May 2014. Please note the GFI that will be provided to Offerors includes the items indicated in Attachment 4 of the RFP. The e-mail shall also include the following:

- a. The Offeror's preference for receipt of the technical data package (pick-up from Government location or Government will mail the package).
- b. If the Offeror prefers the package to be mailed, include a point of contact, phone number and address to which the package will be mailed.
- c. The Government will provide for pick-up or will mail the technical data package within five business days from receipt of email request including all of the above, as applicable.

### **L.9.2 Content of Volume III**

The Administrative Information volume shall be organized according to the following general outline.

- Transmittal Letter
- Cover and Title Page
- Table of Contents with lists of Tables and Figures

- Executive Summary
- Completed SF 33 (Section A of Model Delivery Order)
- Model Delivery Order (Section A through Section J)
- Section K - Representations, Certifications, and other Statements of Offerors
- CEO Certification
- Other Information Required
- Glossary of Abbreviations and Acronyms

### **L.9.3 Transmittal Letter**

**L.9.3.1** The Offeror shall submit a Transmittal letter which specifies the extent of agreement with all terms, conditions and provisions included in the UH-72A SFTS Solicitation: any amendments to the Solicitation shall be acknowledged and accepted. Exceptions, deviations and waivers to the Solicitation will not be accepted with the proposal.

**L.9.3.2** The Offeror shall provide names, titles, and telephone and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government as well as any limitations on its authority in connection with this Solicitation in the event that the Government deems discussions to be necessary.

**L.9.3.3** The Offeror shall make a clear statement in the dated offer that the proposal is valid through for a minimum of 180 days.

### **L.9.4 Table of Contents – Administrative Information Volume I**

The Table of Contents shall list all documents contained in the Administrative Information volume.

### **L.9.5 Executive Summary**

An Executive Summary not to exceed 5 pages shall be provided as a top-level overview of the proposal. The Executive Summary shall provide the following information: a concise narrative summary of the entire proposal that highlights any key or unique features, excluding price; and, the salient features tied in with Section M evaluation Factors/Sub-Factors. Any summary material presented here will not be considered as meeting the requirements for any portions of other volumes of the proposal.

### **L.9.6 Model Delivery Order/Representations and Certifications**

The Offeror shall provide unaltered Model Delivery Order completion documents, to include Contractor information required by clauses. An authorized official with the ability to bind the firm shall sign the SF 33 and all certifications requiring original signature. The Offeror's proposal shall include submission of a completed and a signed copy of the SF 33, with Sections

A through J of the STOC II Model Delivery Order. An Acrobat PDF file shall be created to capture the signatures for submission electronically. All fill-in clauses must be completed. This includes:

#### **L.9.6.1 Section A - Solicitation/Contract Form**

If any Solicitation amendments have been issued, the Offeror shall acknowledge receipt of all Solicitation amendments by completing Block 14 of SF33. Completion of Blocks 15 - 16 and signature and date for Blocks 17 and 18 of the SF33. An original signature endorsement by the Offeror on the SF33 constitutes an offer, which the Government may accept. The SF33 shall be executed by an official registered in Central Contractor Registration as authorized to bind the firm to perform the contract. The "Original" hard copy shall be clearly marked under separate cover and shall be provided without any punched holes.

#### **L.9.6.2 Section B - Supplies or Services and Costs/Prices**

The Offeror shall complete all cost/pricing information as set forth in Section B of the Model Delivery Order except Not-Separately-Priced (NSP) CLIN 0018 & 0019. Separately priced CLINs/SLINs will be analyzed to determine if the prices are unbalanced; therefore, the Offeror shall disclose any anticipated nonrecurring charges and the basis for these charges which would have the appearance of unbalanced pricing. T&M CLIN 0017 shall be completed as a Not to Exceed (NTE) estimate for each move: refer to Statement of Work paragraph 3.10 for details. Additionally, the Offeror is responsible for submission of supporting cost and pricing data for the CLIN 0017 NTE estimate (cost and pricing data shall include a basis of estimate including profit, calculation of direct and indirect rates, subcontractor charges, and any other supporting costs by fiscal year for the anticipated life of the contract in sufficient detail that would allow the Government to evaluate the reasonableness of CLIN 0017 Transportation costs). Any rate or escalation information provided in support of this requirement must state the basis, appropriate index and if based on historical costs, the detail calculation of the resulting rates (e.g. the basis of subcontractor handling charges, if any). CLIN 0017 data will be incorporated into the contract for the purposes of budgeting and contract execution.

#### **L.9.6.3 Section C - Description/Specs/Work Statement**

No additional information is required.

#### **L.9.6.4 Section D - Packaging and Marking**

The Offeror shall identify any items that require special packaging/marketing.

#### **L.9.6.5 Section E - Inspection and Acceptance**

The Offeror shall document its standard(s) for quality at FAR 52.246-11.

**L.9.6.6 Section F - Deliveries or Performance**

**L.9.6.6.1** The Offeror shall complete the delivery dates/period of performance found in Section F and these should correlate with the IMS provided in the Technical Volume.

**L.9.6.6.2** For all Options exercised upon award, the Government intends to base the required/desired delivery dates on the schedule reflected in Section F. Exercise of Options is subject to availability of funds and alternative delivery dates are found at FAR 52-211-9 entitled DESIRED AND REQUIRED TIME OF DELIVERY ALTERNATE I (APR 1984).

**L.9.6.7 Section G - Contract Administrative Data**

The Offeror shall complete the clause at PEO STRI 5152.201-5002.

**L.9.6.8 Section H - Special Contract Requirements**

The Offeror shall provide with their proposal proof of insurance to support meeting the requirements at PEO STRI 5152.228-5001. Pursuant with the clause at H.27, the Government may incorporate all, some, or none of the Offerors technical proposal under the delivery order, at the sole discretion of the PCO.

**L.9.6.9 Section I - Contract Clauses**

**L.9.6.9.1** The Offeror shall provide the required information in accordance with Section I of the Model Delivery Order. The Offeror shall not propose any additional Government Furnished Equipment/Property, with the exception of Government Property that is already in the Offeror's possession and integrated into their baseline production capability. For any Government Property, specifically Government-owned Special Tooling or Special Test Equipment, the Offeror shall provide approval from the Government office having cognizance over this property that said property can be authorized to be used for this effort on a rent-free basis. The Offeror shall also provide a listing of each item, including quantity, National Stock Number, nomenclature, date needed and duration of availability, acquisition value and the reason for need. This information shall be included in the Cost/Price volume. Upon contract award, the GFP will be included in the contract in Section I, FAR 52.245-01 or a separate attachment in Section J.

**L.9.6.9.2** Whereas the provision at FAR 52.232-16 provides for customary progress payments, Offerors must in their proposal demonstrate a need for government contract financing and document to what extent it is needed for prompt and efficient performance pursuant with FAR Part 32. Progress Payments are not automatic and must be requested. Furthermore the Offerors proposal shall document analysis of the benefits in terms of reasonable consideration (better delivery, lower prices, more favorable terms and conditions, decreased risk).

**L.9.6.10 Section J – List of Exhibits and Attachments**

**L.9.6.10.1 Exhibits**

The Government will update Contract Data Requirements List (CDRL) to reflect correct contract/delivery order and other pertinent information prior to award.

**L.9.6.11 Section K - Representations, Certifications, and other Statements of Offerors**

**L.9.6.11.1** The Offeror shall provide completed representations, certifications, acknowledgements, and statements requiring explanation or instruction by completing Section K of the Model Delivery Order.

**L.9.6.11.2** Offerors shall identify the intellectual property rights and technical data rights included in their proposal submission IAW DFARS 252.227-7013.

**L.9.6.11.3** The Offeror shall complete clause 5152.209-5004. Additionally, the Offeror shall also complete and sign DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions which requires the Offeror to provide a definitive listing of all specific software and technical data the Offeror intends to provide with less than unlimited rights to the U.S. Government, including a listing of each item and the restrictions asserted. Please note that providing less than GPR will make the Offeror non-responsive to Technical Sub-Factor 1.1.

**L.9.7 CEO Certification**

The Offeror shall provide a statement of acceptance of all Solicitation terms and conditions. The Government will not permit alternate proposals or binding assumptions. The Government cautions Offerors that in order for its proposal to be eligible for award, the proposals shall be in compliance with the terms and conditions set forth in the Solicitation. If an Offeror proposes assumptions/conditions that conflict with the terms, conditions, and requirements set forth in the Solicitation the Offeror's proposal shall be considered non-responsive and eliminated from further consideration at the sole discretion of the PCO.

**L.9.8 Other Information Required****L.9.8.1 Government Offices**

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

**L.9.8.2 Company/Division Address, Identifying Codes, and Applicable Designations**

Provide company/division's street address, county and facility code; Commercial and Government Entity (CAGE) code; Data Universal Numbering System (DUNS) code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, teaming partner(s), or subcontractor(s), and the percentage of work to be performed at each location.

## **L.10 Technical – Volume II**

Offerors shall prepare and submit a Technical Volume containing no more than the number of pages outlined in Table L-1. The Technical Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this Solicitation.

### **L.10.1 Volume II General Instructions**

Offerors shall fill-in the line item pricing at Section B of the Model Delivery Order to include all options except for the T&M CLIN 0017 for Trailer movements. The Model Delivery Order containing a completed Section B shall be included as Appendix A to the Cost/Price volume.

### **L.10.2 Content of Technical - Volume II**

The Technical volume shall be organized according to the following general outline.

- Cover and Title Page
- Table of Contents with lists of Tables and Figures
- Technical Volume Summary
- UH-72A SFTS Technical
- Glossary of Abbreviations and Acronyms
- Binding Agreements
- Appendix – Redacted copies of subcontractor proposals (if applicable)

### **L.10.3 Cover and Title Page – Volume II**

A cover sheet clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name: apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

### **L.10.4 Table of Contents Technical - Volume II**

The Table of Contents shall list all documents contained in the Technical Volume. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. The Table of Contents shall include a list of these tables, chart, graphs and figures.

### **L.10.5 Technical Volume Summary**

The Volume Summary shall contain a brief abstract of the Technical Volume not to exceed one (1) page.

### **L.10.6 UH-72A SFTS Technical**

The Offeror shall prepare and submit a Technical Volume containing no more than the number of pages outlined in Table L-1. This volume provides the Offeror with an opportunity to demonstrate the manner in which the requirements and specifications of this procurement shall be achieved. The Government' interest is in selecting a Prime Contractor who produces a trailerized UH-72A SFTS training solution. This solution shall provide full and complete government purpose rights (GPR) with a comprehensive and complete Technical Data Package (TDP). The Offeror shall address their approach for identifying and overcoming the possibility of errors, changes, and/or faulty items/elements that may be included in the GFI flight model.

#### **L.10.6.1 Sub-Factor 1.1: Technical Requirements and Open Architecture**

The Offeror shall describe the approach to meet the Statement of Work (SOW) and Specification requirements to provide the ability to train all tasks (PEO STRI- SPEC- PRF-PT-00611 Appendix A) to standard. The Offeror shall describe their approach for trailerizing their UH-72A SFTS solution. This description shall include the overall approach and issues associated with integrating the SFTS solution within a Semi trailer. The discussion shall also include the approach to setting up and making the SFTS ready for training within eight (8) hours of its arrival at a designated site. It shall address making the SFTS ready for travel once training has been completed at a site. This aspect of the trailerization discussion shall include focusing on any issues that need to be considered so that the system can be ready for travel within eight (8) hours after the decision is made to move to a new site. The Offeror shall include a discussion of their ruggedization plan for limiting damage and/or destruction to any SFTS component/element during transit between training sites.

The Offeror shall describe their design for achieving a robust open architecture for their UH-72A SFTS solution. This discussion shall explain how their design will support maintainability and sustainability once the SFTS is deployed. It shall address how the design will support future

system modifications and/or expansions. The discussion shall also address how their design will support component interoperability and commonality. The discussion will describe how the GFI flight model and the GFI SE Core and OneSAF products will be incorporated into the SFTS design, how it will be synchronized with the AVCATT baselines of these products, and how to manage those dependencies.

The Offeror shall describe how it plans to meet the Statement of Work (SOW) and System Specification given the limited availability of the UH-72A platform data that is prevalent on the UH-72A Commercial Off-The-Shelf (COTS) based aircraft to which the Government has little to no access. The contractor shall describe what aircraft data and software to which it has access. If applicable, the Offeror must include signed and dated binding agreements for that data and software, and describe solutions for each element of data to which it does not have access.

#### **L.10.6.2 Sub-Factor 1.2: Government Purpose Rights and Technical Data Package**

The Offeror shall confirm that all new software and technical data will be provided to the Government with GPR. Additionally, the Offeror shall confirm it will provide to the Government GPR for the Offeror's existing software and technical data used from previous efforts, programs or contracts if applicable. Additionally, the Offeror shall confirm it will provide to the Government GPR for any existing proprietary software or technical data that is modified under this effort to include any modified software or technical data from any other source such as but not limited to any subcontractors or suppliers.

Additionally, the Offeror shall describe their plan to emulate the UH-72A Operational Flight Program (OFP) if the Offeror is unable to acquire the actual aircraft OFP and shall provide full GPR for their OFP emulation. The language of the Offeror's GPR shall be unambiguous in its description of the GPR provided such that it is clear that there are no limitations placed on the delivered GPR for their trailerized SFTS solution.

#### **L.10.6.3 Sub-Factor 1.3: Facility, Personnel, and Schedule Management**

The Offeror shall describe their approach for managing the UH-72A SFTS effort. This description shall address the management process as well as all resources, facilities, equipment, and personnel that will be involved in completing the tasks described in the UH-72A SFTS SOW and called for in the SFTS system specification. **This description shall also include a detailed Integrated Master Schedule (IMS) for CLINs 0001, 0003, 0005, 0007, 0009, 0011, 0013, and 0015.** This shall include the task descriptions provided in proposed Integrated Master Schedule (IMS) which shall show all major milestones and their interdependencies. The Offeror's IMS shall be provided in a Microsoft Project 2007 file. It shall also be provided as a portable document

format (PDF) file. The Offeror's proposed plan shall describe how the Interim Contractor Support (ICS) requirements outlined in the SOW shall be achieved to include the manpower needed to achieve these requirements in a timely and complete manner.

### **L.10.7 Glossary – Volume II**

The glossary containing all abbreviations and acronyms used, with an explanation for each does not count against the page limitation for the Technical volume.

### **L.10.8 Binding Agreements**

The Offeror shall provide separate signed and dated binding agreement(s) that clearly identify the software and/or technical data being used and affirmation from the rights owner that it is providing the Government with GPR.

The Offeror shall include copies of all binding agreements necessary for access, use, reproduction, and modification of any proprietary or licensed software or technical data. These binding agreements shall clearly describe what software and technical data is being provided to the Government and any terms or conditions. Where the Offeror's solution necessitates an affirmation of GPR under Binding Agreement(s), failure to provide Binding Agreement(s) in the Technical volume will make the Offeror non-responsive to Technical Sub-Factor 1.2 and ineligible for award.

### **L.11 Cost/Price – Volume III**

#### **L.11.1 Volume III General Instructions**

Offerors shall the fill-in line item pricing at Section B of the Model Delivery Order. A copy of the completed Model Delivery Order shall be submitted in the Cost/Price - Volume III at Appendix A.

#### **L.11.2 Content1 of Price - Volume III**

**Cover and Title Page**

**Table of Contents**

**Price Volume Summary**

**Defense Contract Management Agency (DCMA) & Defense Contract Audit Agency (DCAA) Points of Contact**

**Subcontract List(s) of Competitors**

**Justification for Sole Source Subcontract(s)**

**Documentation Regarding Status of Offeror's Accounting System**

**Documentation Regarding Status of Subcontractor(s) Accounting System**

**Progress Payment Provisions**

**Modified SF 1408 Checklist(s) for Prime/Subcontractor(s)  
Financial Responsibility Documentation  
Appendix A: Copy of UH-72A SFTS Model Delivery Order**

**L.11.3 Title Page – Volume III**

A Title Page shall clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name: apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

**L.11.4 Table of Contents - Price Volume III**

The Table of Contents shall list all documents contained in the Price volume.

**L.11.5 Price Volume Summary**

The Price Summary shall describe all relevant material facts and their effect on the Offeror's price; in a manner that is accurate, complete and clearly demonstrates its relationship to performance of the SFTS requirements; which, a prudent buyer and seller would reasonably expect to affect negotiations.

**L.11.6 Defense Contract Audit Agency (DCAA) & Defense Contract Audit Agency (DCAA)  
Points of Contact**

The Offeror shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) and cognizant Defense Contract Audit Agency (DCAA) supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify its cognizant federal agency or agencies (and include the individual contact information).

**L.11.7 Documentation Regarding Status of Offer's Accounting System**

The Offeror will provide documentation regarding the status of their accounting system. The Offeror shall submit a copy of the most recent ACO letter regarding the status of their accounting system. In addition the Offeror shall provide the most current DCAA audit report commenting on the status of their accounting system. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has not been audited within the past three years, or has never been audited by their cognizant federal audit agency, Offeror will so state.

### **L.11.8 Progress Payment Provisions**

For all subcontracts that are cost reimbursable, incentive type, time & material, or fixed price with progress payment provisions (but only if the Prime contract contains progress payment provisions), the Offeror shall submit the following:

- a. A list of all proposed subcontracts. The list will include the company name and their address. The list will also indicate the “type” (T&M, Cost, etc.) for each listed subcontract.
- b. The list will also include subcontractor contact information (name, telephone number and email address) for their cognizant DCMA ACO and cognizant DCAA supervisory auditor. If the subcontractor is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify the subcontractor’s cognizant federal agency or agencies (and include the individual contact information).
- c. A copy of each subcontractor’s most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the subcontractor has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted. If a subcontractor’s accounting system is disapproved or not adequate, the Offeror will identify all deficiencies along with steps taken, or required to be taken, to correct the deficiencies and a timeline to include audit by the cognizant federal audit agency after corrective action has been implemented. If a subcontractor’s accounting system has never been audited by its cognizant federal audit agency, the Offeror will so state and the Offeror will provide the results of its review of the subcontractor’s accounting system (Standard Form 1408, or equivalent).

### **L.11.9 Modified SF 1408 Checklist**

The Offeror shall complete and return the attached “Modified SF 1408 Checklist” as part of its Price volume. (see Attachment 10)



Modified SF 1408  
Checklist.doc

**L.11.9.1** For those subcontractors required to have an adequate or approved accounting system, the Prime Offeror’s Price volume will contain either:

- (1) a copy of the DCMA and/or DCAA documentation clearly stating the subcontractor’s accounting system is adequate or approved, or
- (2) a copy of the subcontractor’s completed Modified SF 1408 Checklist with the documented results of the Prime Offeror’s evaluation of the subcontractor’s accounting system.

**L.11.9.2** If the most recent DCMA and/or DCAA documentation shows the subcontractor’s accounting system is not adequate, the subcontractor will provide its planned corrective action with a timeline. That document and the Prime Offeror’s evaluation will be made part of the Prime Offeror’s Price volume.

**L.11.10 Appendix A: Copy of UH-72A SFTS Model Delivery Order**

The Offeror shall provide prices for each contract line item number (CLIN) in Section B including Options. No Cost/Price information shall be included in any volume other than the Pricing Volume and the Model Delivery Order submitted in the Administrative Information – Volume I.

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (MAR 2013)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

**PROPOSAL ADEQUACY CHECKLIST**

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<b><u>GENERAL INSTRUCTIONS</u></b>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I	Does the proposal identify and explain notifications of noncompliance with Cost		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
	Paragraph A(8)	Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1)  FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
<u>MATERIALS AND SERVICES</u>				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
<u>SUBCONTRACTS (Purchased materials or services)</u>				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		to request field pricing analysis?		
16.	FAR 15.404-3(c)  FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20  FAR 2.101, "commercial item"	<p>Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?</p> <p><b><u>a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?</u></b></p> <p><b><u>b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either—</u></b></p> <p><b><u>i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or</u></b></p> <p><b><u>ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?</u></b></p> <p><b><u>c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the</u></b></p>		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		<b><u>contractor provide a technical description of the differences between the proposed item and the comparison item(s)?</u></b>		
19.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a price analysis for all commercial items offered that are not available to the general public?		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
<b>DIRECT LABOR</b>				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<b>INDIRECT COSTS</b>				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n)  FAR 52.215-22  FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

5152.246-5000 STANDARD COMMERCIAL WARRANTY (PEO-STRI) (SEP 2006)

(a) The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government’s rights under the “Inspection” clause nor does it limit the Government’s rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

(b) The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \_\_\_\_\_ months. (Offeror is to insert number.)

(End of Clause)

## Section M - Evaluation Factors for Award

**SECTION M - SOURCE SELECTION EVALUATION CRITERIA****M.1 Basis for Award**

**M.1.1** This is a best value source selection using the trade-off process, conducted to provide STOC II Lot II contractors Fair Opportunity in accordance with (FAR Subpart 16.505, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), Army Federal Acquisition Regulation Supplement (AFARS), and the Department of Defense (DoD) Source Selection Procedures, and Army Source Selection Supplement (AS3), 21 December 2012. These regulations are available electronically at the FAR Site, <http://farsite.hill.af.mil>, <http://www.acquisition.gov/far/>

**M.1.2** The Government will base the source selection decision upon an assessment of Technical and Cost/Price. A DO may be awarded under STOC II to the Offeror who is deemed responsible in accordance with FAR Subpart 9.1, as supplemented, whose proposal conforms to the solicitation's requirements and is determined, based upon the evaluation Factors and Sub-Factors, to represent the best value to the Government. The Source Selection Authority (SSA) will base the source selection decision upon an integrated assessment of proposals against all source selection criteria in the solicitation (described below).

**M.1.3** The Government intends to evaluate proposals and award a contract without discussions with Offerors. However, the Government reserves the right to enter into discussions at the sole discretion of the PCO. If discussions are to be conducted, the PCO will establish a competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation Factors and Sub-Factors. The decision to establish a competitive range will be made at the sole discretion of the PCO.

**M.2 Source Selection Process Flow.**

The Government will perform this source selection in the following manner:

**M.2.1 Step 1 – UH-72A SFTS Proposal Submission**

All proposals will be received by the Contracting Officer not later than the hour and date given in the solicitation. Upon receipt of the UH-72A SFTS Proposal from Offerors the Government shall document receipt in the Summary of Proposals pursuant with FAR Subpart 15.4. The Contract Specialist will review the original proposal to ensure proposals are in compliance with the submission requirements and will maintain the disks as the control copy. The SSEB will control all copies of the Offerors' proposals and other associated data. Failure to submit all the required documentation in exactly the manner (timeliness and format)

specified in the solicitation may constitute a basis for the Government to reject a proposal as non-compliant and therefore unacceptable, at the sole discretion of the PCO.

### **M.2.2 Step 2– Late Submission**

The Government shall determine the timeliness of the Offeror's proposal submission pursuant with the Section L Submission Instructions. Late proposals submitted after 1:00 PM, EST, on 28 May 2014 shall be rejected pursuant with FAR Subpart 15.2.

### **M.2.3 Step 3 – Disposition of Mistakes**

Evaluation Notices shall be prepared where necessary during the review of each Offeror's proposal. The SSA and PCO shall determine whether limited exchanges with the Offeror(s) are required for the purpose of eliminating minor uncertainties or irregularities in its proposal. Clarifications will not be used to cure proposal deficiencies or material omissions, or otherwise revise the proposal.

### **M.2.4 Step 4 – Initial Proposal Evaluation**

**M.2.4.1** The SSEB Chairperson shall convene the Source Selection Team (SST) to commence assessment of the Offerors' proposals. Offerors' proposals shall be reviewed in the order in which they were received by the Government. Evaluators shall conduct their independent evaluations of each Sub-Factor, assign the Sub-Factor rating, and meet for team consensus discussions before moving onto the next Sub-Factor. Teams shall completely finish evaluating one Offeror's proposal, including consensus discussions, before moving onto the next proposal.

**M.2.4.2** Upon receipt of proposals, evaluators will read their applicable section to gain an understanding of the level of the information and determine if errors, omissions or deficiencies exist. Major problems will be reported to the respective Factor Chairperson and the SSEB Chairperson. The SSEB Chairperson will notify the PCO and/or the Contract Specialist of any major problems.

**M.2.4.3** The individual SSEB evaluators will assign the appropriate rating with the documented supporting rationale to each Factor/Sub-Factor. Each SSEB Factor Chairperson will prepare an overall narrative summary for his/her respective Factor along with recommended Factor ratings and forward them to the SSEB Chairperson and the Contract Specialist.

### **M.2.5 Step 5 - Initial Proposal Evaluation Report**

All consensus evaluations are rolled up by the SSEB Chairperson into the Initial Proposal Evaluation Report (PER). This report will be forwarded to the Contract Specialist for review before being briefed to the SSA and shall contain the adjectival assessments for each Factor (excluding Cost) and the supporting rationale. After legal review, the SSEB Chairperson, with the support of their Factors leads will brief the SSA of the evaluation results.

**M.2.6 Step 6 - Discussions**

The SSA, at their discretion, will make a determination to award without discussions or enter into discussions. If discussions are required a Competitive Range determination shall be documented. If discussions are conducted, the Contracting Officer and Contracting Specialist will complete all correspondence. After all consensus Evaluation Notices are reviewed by the legal office, they will be forwarded to individual Offerors for their responses. If the SSEB has additional questions based upon the responses, they will be reviewed by the legal office and again forwarded to the Offerors

**M.2.7 Step 7 – Competitive Range**

If completion of a Competitive Range determination by the PCO is necessary, Offerors not considered by the SSA to be among the most highly rated proposals will be considered outside the competitive range, will be eliminated from further consideration, and the Offeror(s) will be so informed.

**M.2.8 Step 8 – Request for Final Proposal Revisions**

If it is determined discussions are necessary a request for Request for Final Proposal Revisions will be made in writing to all Offerors who remain in the competitive range. A due date for all FPRs and page limits will be defined in the request.

**M.2.9 Step 9 – Final Evaluation**

**M.2.9.1** Assuming FPRs are received as a result of a competitive range determination and conclusion of discussions, the SST shall convene and complete final evaluations. The SSEB Chairperson shall document results in the Final PER. The SSEB Chair will brief the SSA on the results of the Final PER.

**M.2.9.2** If discussions are not required, initial documents of the evaluation shall become final.

**M.2.10 Step 10 – Source Selection Authority Decision**

**M.2.10.1** SSA will make the final determination of the Offeror selected for award. The SSA in making a selection is not bound by the findings of the SSEB. The SSA is only limited in that his/her selection must have a rational basis in terms of the evaluation Factors in the solicitation and must meet all legal and procedural requirements of the evaluation process.

**M.2.10.2** The SSA will document the source selection final decision in the Source Selection Decision Document (SSDD). This document shall reflect the SSA's independent judgment and comparative assessment of all the Offerors. All tradeoffs will be clearly articulated and justified. The final decision, which will be an integrated assessment based on the entire evaluation process, will be executed by the SSA.

### **M.2.11 Step 11 – Award Notice**

After appropriate reviews of the contract file the PCO will make the award. The PCO, after appropriate legal review, will then make the award and debrief the unsuccessful Offerors(s), if requested.

### **M.2.12 Step 12 – Debriefings**

The PCO will debrief the unsuccessful Offerors(s), if requested. Debriefings will be conducted by the PCO with the assistance of the Contract Specialist, in concert with the SSEB Chairperson, in a manner/format that will be prescribed by the PCO.

### **M.3 Evaluation Factors**

The award will be made based upon the best overall (i.e., Best Value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the two published evaluation Factors:

1. Technical
2. Cost/Price

### **M.4 Relative Importance of Factors and Sub-Factors**

Factor 1, Technical and Factor 2, Cost/Price are equal in value. As proposal ratings tend toward equality between technical and price, price will become a more determinative factor.

Factor 1 Subfactors are equal in value.

### **M.5 Best Value**

**M.5.1** The Government intends to make one award to the Offeror whose proposal represents the Best Value to the Government. 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. Subjective judgment against objective criteria is implicit in the evaluation process. The Government anticipates awarding without holding discussions, based upon initial offers.

**M.5.2** Offerors are cautioned that award may be made to other than the lowest-priced proposal if the Government determines that paying a price premium is warranted due to the evaluation of technical factors. The Government may also award to other than the highest technically rated proposal, if the Government determines that paying a price premium is not warranted.

### **M.6 Evaluation Approach.**

**M.6.1** In accomplishing duties related to the source selection process, employees of Scientific, Engineering, and Technical Assistance (SETA) firms may require access to proprietary information contained in Offerors' proposals. All SETA Contractors supporting the evaluation process are required to sign and submit a Source Selection Participation Agreement (SSPA) and statements of financial interest to the Government. These non-Government members are technical advisors and not proposal evaluators.

**M.6.2** Offerors are advised that SETA Contractors may assist the Government in a support capacity throughout the performance of the UH-72A SFTS DO and/or any resulting modification to the UH-72A SFTS DO. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary for them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition.

### **M.7 Evaluation Criterion – Technical**

TO BE ELIGIBLE FOR DELIVERY ORDER AWARD, THE OFFEROR MUST ACHIEVE A TECHNICAL RISK RATING OF "LOW" OR "MODERATE" FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS. A TECHNICAL RISK RATING OTHER THAN "LOW" OR "MODERATE" FOR ANY TECHNICAL SUB-FACTOR MAY RESULT IN A LESS THAN "LOW" OR "MODERATE" RISK RATING FOR THE OVERARCHING TECHNICAL EVALUATION FACTOR.

TO BE ELIGIBLE FOR DELIVERY ORDER AWARD, OFFEROR MUST ACHIEVE A RATING OF ACCEPTABLE OR HIGHER FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS IN ORDER TO BE CONSIDERED (ELIGIBLE) FOR DELIVERY ORDER AWARD. OFFERORS ARE ON NOTICE THAT RECEIVING A RATING OF LESS THAN ACCEPTABLE FOR ANY SUB-FACTOR MAY CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS LESS THAN ACCEPTABLE, AT THE SOLE DISCRETION OF THE GOVERNMENT.

#### **M.7.1 Technical - Factor 1**

The Government will evaluate the Offeror's technical approach to meet the overall requirements of the SOW and System Specification. The Government will select a Prime Contractor who develops a UH-72A SFTS training solution that is trailerized as well as provide full government purpose rights with associated Technical Data Package (TDP). The Offeror will address how to overcome the possibility of: errors, changes, and/or faulty items included in the GFI flight model. The proposed solution must also include contract management tools for the UH-72A SFTS facilities, personnel, and delivery schedules.

#### **M.7.2 Sub-Factor 1.1 Technical Requirements and Open Architecture**

The Government will evaluate the Offeror's proposed plan for training-task-decomposition to ensure that all tasks can be trained to standard; development and manufacturing solutions that will

be used to place the SFTS inside a tractor trailer, to include the ease of setup and breakdown once the trailer arrives at designated training sites, incorporation of generator capability and concept for maximizing storage capacity. Additionally, The Government will evaluate the Offerors' proposed plan to ruggedize the system for limiting damage of the SFTS during transit between training sites.

The Government will evaluate how the design provides an open architecture to support sustainability, future modifications and expandability; and allowing for interoperability and commonality of components.

The Government will evaluate the Offeror's development, integration, and test strategy to ensure the requirements of the SOW and System Specification are met.

The Government will evaluate the Offeror's plan to incorporate the GFI flight model into their design, as well as their integration approach for use of OneSAF and SECORE capabilities. Additionally, The Government will evaluate the Offeror's plan to meet the required delivery schedule using a GFI flight model that may still be in development or delivered in multiple software drops.

### **M.7.3 Sub-Factor 1.2 Government Purpose Rights and Technical Data Package**

The Government will verify that the Offeror will provide new and modified software and a complete Technical Data Package (TDP) to the Government with full Government Purpose Rights (GPR), either new or the Offeror's existing software or technical data reused from previous efforts, programs or contracts or other sources or subcontractors.

The Government will evaluate the Offeror's plan to emulate the OFP (if the Offeror is unable to acquire tactical aircraft OFP) and provide GPR for that solution.

### **M.7.4 Sub-Factor 1.3 Facility, Personnel, and Schedule Management**

The Government will evaluate the Offeror's approach to managing the effort, resources, facilities, equipment, and personnel that will be necessary to complete the tasks in the UH-72A SFTS SOW and System Specification, to include descriptions provided in proposed Integrated Master Schedule (IMS), showing the major milestones and their interdependencies. The Government will evaluate the Offeror's proposed IMS delivery schedule for all production units for risk and feasibility. The Government will evaluate the Offeror's IMS via a Microsoft Project 2007 file. The Government will evaluate the Offeror's proposed plan to provide manpower and responsiveness to the ICS requirements outlined in the SOW.

### **M.7.5 Technical Factor Definitions**

Ratings for the Technical Factors and their Sub-Factors will be expressed as a single rating which includes consideration of risk in conjunction with the significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies in determining technical

ratings. The rating includes a Technical Rating (Table M-1) for the quality of the Offeror's technical solution for meeting the Government's requirements.

### M.7.5.1 Technical Ratings

Technical evaluations shall utilize the ratings listed in Table M-1 below.

Table M-1 Technical Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths that outweigh any weaknesses.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.

### M.7.5.3 Key Evaluation Terms and Definitions

**Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Strength.** An aspect of the Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Significant Strength.** An aspect of the Offeror's proposal that appreciably enhances the merit of the proposal or appreciably increases the probability of successful contract performance.

**Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness.** A flaw in the Offeror's proposal that appreciably increases the risk of unsuccessful contract performance.

### **M.9 Evaluation Criteria – Cost/Price**

The Government will evaluate the Offeror's proposed price in accordance with FAR Subpart 15.404-1. The Government will add all Firm Fixed Priced CLIN/SLIN prices including Options to arrive at a Total Evaluated Price (TEP), with the exception of CLINs 0017, 0018 and 0019. The Government will not include line items described as NSP in the overall price evaluation.

The TEP will be the Price used in the Government's "best value" Cost-Technical tradeoff to select the awardee for this DO. Those items denoted as "Option" in the solicitation, Section B, will be placed into the DO as Options. Evaluation of Options shall not obligate the Government to exercise such Options.

Line items described as T&M will not be included in the overall price evaluation and Offerors are not required to price these items at this time. The T&M rates included on the STOC II basic contract will be incorporated in the DO. If Offerors determine that additional labor categories and rates not included in the current STOC II contract are necessary for the execution of the UH-72A DO, Offerors must include them in their Price proposal. Offerors are encouraged to submit discounted rates if they choose to do so. Offerors are advised that the proposed rates will be incorporated into the subject DO and binding throughout the life of the DO.

NOTE: No cost/price information shall be included in the technical or administrative volume