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Performance-Based Work Statement (PWS)

AN/AAR-44 Missile Approach Warning System

Purchase Request: FD2060-23-00035

Date:

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1.0 Description of Services

1.1 Objective(s): This Performance Work Statement (PWS) describes the services required for the AAR-44 Missile Approach Warning System. The Contractor shall ensure items meet the Government approved configuration and Original Equipment Manufacturer (OEM) specifications and are provided to the Government in serviceable condition in the desired time frame. The period of performance will include five, 12 month ordering periods from the date of award. The long-term goals of this PWS and subsequent contract are to maximize the operational availability and reliability of systems and hardware while minimizing Government logistics support investments required to achieve desired system life cycle with predictable and affordable sustainment costs to the Air Force. The contractor shall provide prompt and accurate Contract Data Requirements List (CDRL) submittals Contract Data Requirements List (CDRL) items shall be submitted in accordance with (IAW) the time period delineated on the DD Form 1423. The Contractor shall correct and resubmit documents for rework that are required within three to five business days after notification by the Government. In the event that the Contractor requires more time, the Procurement Contracting Officer (PCO) will be notified. The Contractor shall provide an Integrated Master Schedule (IMS) for all repairable assets to the Production Management Specialist (PMS) via the monthly status report (CDRL A006, DI-MGMT-80368A, Status Report). The Contractor shall perform all actions necessary to repair and return the end items to a serviceable condition, including updating to the latest hardware/software configuration, approved and funded by the Government. In the event that a repairable item is required by the Government on an emergency basis to fill Mission Capable (MICAP) /SURGE backorders, the PCO/Ordering Program Manager (PM) will notify the Contractor in writing (e-mail preferred) as soon as the need is identified. In these situations, the Contractor shall use any means possible to expedite the repair process to meet Government SURGE and MICAP requirements. The contractor shall report using the Commercial Asset Visibility (CAVAF). The Contractor shall maintain an International Organization for Standardization (ISO) 9001, International Organization for Standardization (ISO) 9002, or equivalent, quality system. The Government will maintain configuration management and oversight of all end items. Class I changes shall be authorized by the Government Configuration Control Board (CCB). Configuration changes shall be made only when the Government is notified. The Contractor shall submit proposals on or before the date agreed to by the MFT. The Contractor's submitted proposal shall meet 100% of the items established in the Air Force Proposal Adequacy Checklist.

1.2 Benefit to United States Air Force (USAF) and others: This acquisition will benefit the United States Air Force by providing repair support to AAR-44 Missile Approach Warning System by ensuring that the USAF included in this effort maintain a mission capable status allowing for increased availability and flexibility.

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1.3 Background: This repair effort is to maintain a capability to sustain the AN/AAR-44 Missile Approach Warning System. This requirement is for the Teardown, Test and Evaluation (TT&E) and repair of the Energy Detection Assembly (EDA) NSN: 5865-01-494-7162EW, PN: 640300; and Circuit Card Assembly (CCA) NSN: 5865-01-564-3130EW, PN: 649610. The Contractor will be required to repair assets in accordance with the test requirements and specifications previously approved by the Government on the sole-source contract FA8522-18-D-0006.; this contract expires on 17 May 2023. The PR number for this effort is FD2060-23-00035. The period of performance will be a five-year contract with a one-year basic and four-year ordering periods.

2.0 Services Summary

| PERFORMANCE OBJECTIVE | PWS Reference | PERFORMANCE THRESHOLD |
|--|----------------------|--|
| Repair assets to serviceable condition | 1.0, 4.3, 4.7.1 | The Contractor shall repair items IAW technical order references. |
| Delivery of repair | 4.0, 4.3, 4.7.1, | <p>Repaired assets shall be delivered in accordance with the schedule defined by the contract/order.</p> <p>The Contractor shall repair 100% items, not approved as condemnation/BER, to serviceable condition within the established turnaround time defined on the contract/order. Routine delivery schedules shall be maintained with not more than one item late per month per delivery order; with that one item being delivered within five working days of scheduled time recognizing the maximum throughput clause of the contract.</p> <p>Repaired assets shall be delivered in accordance with the schedule defined by the contract/order.</p> |
| Expedite repair and shipment of critical items | 1.1 | The Contractor shall electronically inform the Program Manager (PM)/ PMS of the estimated delivery date of the critical item(s). Mission Impaired Capability Awaiting Parts (MICAP) requirements: the Contractor shall |

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| | | propose a delivery schedule within five working days from receipt of order. SURGE requirements: the Contractor shall propose a delivery schedule within three working days of receipt of order. |
| Quality of CDRL deliverable | 4.2.1 | There shall be no more than one rejection of any deliverable. There shall be no more than one total rejection of deliverables per quarter. The Government will reject a deliverable if three or more technical errors or five or more minor errors are found within the deliverable. The rejected deliverable shall be corrected and resubmitted within two business days of notification of Government rejection. |
| Receipt of CDRL deliverable | 4.2.2 | There shall be no more than one late submission(s) of deliverables per quarter. The Contractor shall notify the Government if the delivery of any data/document will not meet the scheduled delivery date and negotiate a revised delivery date. The data/document shall be delivered by the revised delivery date acceptable to the Government. |
| CAV-AF reporting | 1.1, 4.0, 4.2, 4.3, 4.6 | All CAVAF transactions shall be accomplished daily or as transactions occur. The following metrics will be monitored: - assets In- Transit - Repairable asset Accountability Assets Not on Contract |
| Quality of repair | 4.10, 4.10.2, 4.10.8, | No more than two (2) validated Material, Supply or Product Quality Deficiency Reports (PQDRs) per contract year. |

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| Maintain tracking and validation of Configuration Management | 1.1, 4.3.2, 4.3.3 | Track and inform the cognizant System Engineer and PM of all configuration changes. |
| Submit and maintain records of Engineering Change Proposal | 1.1, 4.3.3, 4.3.3.1, 4.3.3.2, | Notify the Government of all changes, including all substitute parts changes, through a Notice of Revision (NOR) within five (5) calendar days of identification. If the Government has not been notified, the change(s) will not be implemented. |
| Adequate Proposal Determination | 1.1, 4.3.3, 4.3.3.1, 4.3.3.2 | Contractor's submitted proposal meets 100% of the items established in the Air Force Proposal Adequacy Checklist (AFPAC). |
| Timeliness of Proposal Submission | 1.1, 4.3.3, 4.3.3.1, 4.3.3.2 | Contractor submitted proposal on or before the date agreed to by the multi-functional team. Performance Assessment Reports (PARs) (or COR Status Reports), Corrective Action Reports (CARs), and Contract Performance Assessment Reports (CPARs) will be the instruments used to document untimely proposal submission and communicate the impacts caused. |

3.0 Government Property

3.1 Reporting of Government Property: The Contractor shall create and maintain records of all Government property accountable to the contract/order. The Contractor shall report on Annual Government property CDRL A011, Government Property Inventory Report DI-MGMT-80441C.

4.0 Technical Requirements:

Any item input for repair shall be output in the approved and qualified configuration as specified in each delivery order. The contractor is authorized to use System Replacement Unit (SRUs) to complete the repair. Upon completion of the repair, the Government will obtain title to the replacement SRU assets and the Contractor shall retain the title to the returned/failed

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SRU assets. The extent of repair required to a SRU shall be determined by the required disassembly, bench test, system test, inspection, and any required calibration to ensure the repaired item efficiently performs its designed function. Repaired items shall be returned to serviceable condition unless approval has been granted for condemnation of equipment Beyond Economical Repair (BER) by the Procuring Contracting Officer (PCO).

Reparable assets shall remain of the same form, fit, and function as originally intended in order to allow interface with other systems unless changes are approved by the Government Engineer, in writing. The Contractor shall certify that these items are tested and inspected to the OEM standards.

The Contractor shall perform all actions necessary to repair and return the end items to a serviceable condition, including updating to the latest hardware/software configuration, approved and funded by the Government. The extent of repair required to assure a serviceable end item efficiently serves its intended purpose shall be determined by the inspection, test, bench check, and required disassembly of items received for repair. The contractor shall perform such evaluation activities as necessary to precisely deduce the failure mode(s), faulty component(s) and the specific nature of the cause of the failure (or degraded performance) so as to be able to completely and effectively repair and test the item within the established turnaround times identified in individual orders. The evaluation will determine whether the item is a Re-Test OK (RTOK), repairable, potentially repairable, or the item needs to be condemned. A potentially repairable item is an item that the contractor may not be able to perform full evaluation and test without starting to repair the item in order to deduce the failure modes and faulty components. For potentially repairable items, the contractor will notify the contracting officer. Potentially repairable items will be attempted to be repaired with a not to exceed effort to determine whether the item is repairable or has to be condemned. The routine repair delivery schedules shall be adhered to with not more than one (1) item late per month per delivery order; with that one (1) item being delivered within five (5) working days of scheduled time, recognizing the Contractor's maximum throughput clause as documented in the contract. In order to accurately calculate TAT, the asset will be considered inducted on the date it was received in CAVAF.

4.1 Period and Place of Performance:

The place of performance for this contract will be exclusively at the contractor's facility. Performance at any other location requires written authorization from the responsible Engineering Authority and the Government PM via the PCO. Limited or full qualification may be required for performance at a location different than that prescribed in the contract.

4.1.1 Period of Performance: The period of performance for the contract is five years (Basic with 4- one year ordering periods).

4.1.2 Place of Performance: These services will be performed at L3 Communications-

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Cincinnati Electronics (L3-CE). Services located in 7500 Innovation Way, Mason, Ohio.

4.2 Contract Data Requirements List (CDRL):

| Document Identifier | DID | Title | PWS Reference(s) |
|---------------------|----------------|--|-------------------------------|
| A001 | DI-MGMT-81838 | Commercial Asset Visibility Air force (CAVAF) | 4.6.1 |
| A002 | DI-MGMT-81803A | Item Unique Identification (IUID) Marking Plan | 4.5.1, 4.5.1.3 |
| A003 | DI-MGMT-81804A | Item Unique Identification (IUID) Marking Activity and Verification Report | 4.5.1.4 |
| A004 | DI-MGMT-82273 | Diminishing Manufacturing Sources and Material Shortages (DMSMS) Report Health Assessment Report | 4.3.3.1, 4.7.1 |
| A005 | DI-SESS-80639E | Engineering Change Proposal (ECP) | 4.3.3, 4.3.3.1, 4.3.3.3 |
| A006 | DI-MGMT-80368A | Monthly Status Report (MSR) | 1.1, 4.7.1, 4.7.2 |
| A007 | DI-MISC-81832 | Counterfeit Prevention Plan | 4.8 |
| A008 | DI-NDTI-80603A | Test Procedure | 4.4.3 |
| A009 | DI-SAFT-81563 | Accident/Incident Report | 5.5.2 |
| A010 | DI-PSSS-81995 | Contract Depot Maintenance (CDM) Production Report | 4.6.1 |
| A011 | DI-MGMT-80441C | Government Property Inventory Report | 3.1 |
| | | | |

4.2.1 Quality of CDRL Deliverable: There shall be no more than one rejection of any deliverable. There shall be no more than one total rejection of deliverables per quarter . The Government will reject a deliverable if three or more technical errors or five or more minor errors are found within the deliverable. A technical error is defined as the format not being in accordance with the CDRL or the content not being accurate and complete in accordance with

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the CDRL, PWS or contract. A minor error is exemplified by a typographical error, a grammatical error, etc. The rejected deliverable shall be corrected and resubmitted within two business days of notification of Government rejection.

4.2.2 Receipt of CDRL Deliverable: CDRL deliverables shall be submitted via Wide Area WorkFlow (WAWF) and submitted directly to the MFT member identified on the CDRL. There shall be no more than one late submission(s) of deliverables per quarter. The Contractor shall notify the Government if the delivery of any data/document will not meet the scheduled delivery date and negotiate a revised delivery date. The data/document shall be delivered by the revised delivery date acceptable to the Government.

4.3 Repair: The Contractor shall perform all actions necessary to repair and return the end items to a serviceable condition, including updating to the latest hardware/software configuration, approved and funded by the Government. The extent of repair required to assure a serviceable end item efficiently serves its intended purpose shall be determined by the inspection, test, bench check, and required disassembly of items received for repair. The contractor shall perform such evaluation activities as necessary to precisely deduce the failure mode(s), faulty component(s) and the specific nature of the cause of the failure (or degraded performance) so as to be able to completely and effectively repair and test the item within the established turnaround times identified in individual orders. The evaluation will determine whether the item is a Re-Test OK (RTOK), repairable, potentially repairable, or the item needs to be condemned. A potentially repairable item is an item that the contractor may not be able to perform full evaluation and test without starting to repair the item in order to deduce the failure modes and faulty components. For potentially repairable items, the contractor will notify the contracting officer. Potentially repairable items will be attempted to be repaired with a not to exceed effort to determine whether the item is repairable or has to be condemned. The routine repair delivery schedules shall be adhered to with not more than one (1) item late per month per delivery order; with that one (1) item being delivered within five (5) working days of scheduled time, recognizing the Contractor's maximum throughput quantity as documented in the contract. In order to accurately calculate TAT, the asset will be considered inducted on the date it was received in CAVAF.

4.3.1 Configuration Management (CM)

The Government has the responsibility to ensure operating forces are provided with correctly "configured" hardware, software, and the information necessary to operate and maintain them effectively. The Government will maintain configuration management and oversight of all end items. Class I changes shall be authorized by the Government Configuration Control Board (CCB). Work performed shall be IAW the Contractor's engineering directives, internal drawings/procedures or Government approved Contractor verification test procedures. Original design of the SRU shall not be changed, modified, or altered unless such changes are specified by publication/directives listed in Air Force technical manuals or authorized in

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writing by the Ordering Procurement Contracting Officer (PCO). The Contractor shall have the right to interchange new and reworked components in order to meet the contract delivery performance as long as reliability is not degraded.

The Contractor shall make engineering directives, internal drawings/procedures, or Government approved verification test procedures available for Government on-site review when requested by the Government. The Contractor shall track all configuration changes.

4.3.2 Configuration Change: Configuration changes shall be made only when the Government is notified. The Contractor shall inform the cognizant System Engineer/PM of all configuration changes. Examples of such changes are Engineering Change Proposals (ECP) generated as a result of diminishing sources, reliability and maintainability, safety, and preferred spares. Configuration records shall be maintained which readily and systematically account for changes from the baseline configuration.

4.3.3 Engineering Change Proposal (ECP): When development of a formal ECP is recommended by the Contractor, the Contractor shall submit the ECP to the PCO/Program Office for review. Upon submission, the PCO shall inform the appropriate Government entity of any change notice, engineering change notice, design change notice, engineering order, or specification change that would affect the configuration of an item. ECPs submitted shall be technically accurate, complete, clearly written, and systematically account for the proposed configuration changes. The ECP shall contain a technical solution write up, program plan, and detailed pricing. It shall be in sufficient detail to provide information needed for proper evaluation and determination of requirements for actual modification. (CDRL A005, DI-SESS-80639E, Engineering Change Proposal). Any changes made without written approval from the Contracting Officer (CO) may require removal at the Contractor's expense. The contractor shall update applicable specifications, drawings, associated lists, or other applicable documents identified in an approved ECP. For any applicable document which is an update of a previously delivered document, the contractor shall deliver the updated document. Once a change has been implemented, including any substitute part changes, the Contractor shall notify the Government through Notice of Revision (NOR) within five calendar days of identification. If the Government has not been notified, the change(s) will not be implemented.

4.3.3.1 Class I Engineering Changes: Class I Engineering Changes are major changes that impact the Form, Fit, Function, and Interface of the item. Implementation of Class I changes are beyond the scope of this contract. However, the Contractor shall be required to propose Class I Engineering Changes as required (CDRL A005, DI-CMAN-80639E, Engineering Change Proposal (ECP)). The Contractor shall also submit A004, DI-MGMT-82273, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Report Health Assessment Report in order to propose resolution of a Diminishing Manufacturing Sources and Material Shortages (DMSMS) issue.

4.3.3.2 Class II Engineering Changes: The Contractor shall obtain Government concurrence on the classification of the change, concurrent with the release of the change for Class II

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engineering changes. The Contractor assumes total risk for the implementation of the changes prior to notification of Government concurrence. Class II changes will be forwarded to the PCO (CDRL A005, DI-CMAN-80639E, Engineering Change Proposal).

4.3.3.3 Calibration: All test and measurement equipment shall be verified to have a current calibration prior to use at such intervals and in that manner described under Contractor's established calibration procedures CDRL A005, DI-CMAN-80639E, Engineering Change Proposal.

4.3.3.4 Re-Test OK (RE-TOK): In the event that a repairable item is received by the Contractor that re-tests "OK," and it is separately priced, the Contractor shall notify the Government, and a replacement item shall be provided to the Contractor for repair.

4.3.3.5 Condemnation and Repair: The contractor shall be required to repair all end items unless the Procurement Contracting Officer (PCO) provides written direction. Requests for condemnation shall be submitted in writing to the PCO within (5) five calendar days following initial inspection/functional testing. Condemnations shall not be requested due to unavailability of replacement parts. Condemnations may only be granted if the item inducted for repair manifests one or more of the following conditions:

- a. Physical damage that affects greater than 75 percent of the material within the end item (i.e., crushed).
- b. Burn damage that affects greater than 80 percent of the internal electrical components and connections of the end item.
- c. Repair cost is greater than 75 percent of the cost for a new end item.

Beyond Economical Repair (BERs): Requests for condemnations shall be submitted in writing to the Government PCO within five workdays of the intent to condemn. Condemnation authority shall be requested when the cost to Repair the asset exceeds 75 percent of the unit's replacement cost. The contractor shall not charge the full repair cost, but only the firm fixed price associated with negotiated BERs CLIN. The PCO retains the right to request enlarged color photographs of any proposed condemned end item. These photographs shall clearly portray the extent of damage to the end item and/or effects of overheating. One photograph shall be of the entire end item showing the part number and serial number.

The results of any electrical testing performed on the end item shall also be submitted for review. The contractor may be required to submit the proposed condemned end item to Government technical representative for evaluation, confirmation, and/or disposition instructions.

4.3.3.6 Cannibalization for Repair: The Contractor is authorized to perform cannibalization actions of like items to expedite repair turnaround time. Assets associated with requirements

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from other countries will not be interchanged or substituted for Government piece parts or spares.

4.3.3.7 Component Replacement Policy: Replacement components (consumables) used in the repair of an item shall be newly manufactured and shall equal or exceed the specification requirements of the original material or part, unless specific exemptions are granted with prior government approval in writing via the PCO. Components that are element of a set will be replaced with the equivalent component set and not by the individual part unless granted approval is permitted by the Government.

4.3.3.8 Teardown, Test, and Evaluation (TT&E): The Contractor shall perform TT&E on reparable assets received to identify necessary repairs.

4.3.3.9 Authorization Requests and Disposition: Request for such authorization, or condemnation disposition, shall be submitted through the PCO and finally to the applicable PM for approval/disapproval if the unit falls into one of the criteria specified below:

4.3.3.10 Replacement of Condemned Items: The Government is authorized to replace end items with repairable end items of the same NSN, part number, and variant number. Items condemned under the provisions of the contract shall be replaced by repairable assets provided by the Government from within existing inventory for repair at no additional cost to the Government beyond those costs identified in Appendix D of the PWS. Ordering program offices may determine to have condemned inventory kept at the Contractor's facility at the discretion of the Contractor.

4.3.3.11 Repairable Item Inspection Report: Each item shall be inspected and evaluated until the failure or malfunction of the item is isolated and identified, or the item tests okay, "Re-TOK," or is determined to be BER. Upon identification of a fault (other than Re-TOK or BER), the item will be successfully repaired and tested. The Contractor ordinarily documents and maintains a record by serial number (S/N) of all failures and actions taken. If required by the engineering authority, the Contractor shall provide a copy of such documented record. This requirement may be satisfied by providing a copy of the completed Return Materials Authorization Form, Traveler Report, or other Contractor documentation that is applicable.

4.4. Test and Final Inspection

4.4.1 Post Repair Inspection: The Contractor shall inspect, service, test, and check the completed items in accordance with established procedures to ensure items meet operational standards called out on item drawings, prior to delivery to the Government for acceptance.

4.4.2 Acceptance Testing: Acceptance testing shall be performed on 100% of deliverable items in accordance with the Government approved Contractor's established Acceptance Test

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Procedures (ATP) or the Government approved test specification. Acceptance test data reports shall be provided if required.

4.4.3 Test Procedure Qualification: The Contractor shall utilize ATPs already possessed and utilized in the normal course for repair. If requested, the Contractor shall be required to generate or modify the ATP. ATP qualification, if applicable, shall consist of specific requirements which will be stipulated in the applicable delivery order. The negotiated schedule for the ATP generation or modification shall be included in the delivery order. Delivery of affected items shall not occur prior to the Government approval of the ATP qualification activity (CDRL A008, DI-NDTI-80603A, Test Procedure).

4.4.4 Test Procedures: When required at time of delivery order issuance via CDRL (and included in Contractor's price as a separate CLIN), the Contractor shall prepare and submit for Government approval, an ATP in accordance with the requirements of this PWS, the CDRL, the specification/drawing and/or Purchase Description Specification (PDS) for each part number listed. Otherwise, the Contractor shall test the item using the established ATP. If required by CDRL and if no provisions for acceptance testing are contained in the referenced documents, the Contractor shall propose an ATP based upon current evaluation of the item, including all components, sub-components and assemblies. The ATP shall include procedures that verify item performance, functionality, quality, and reliability as specified in the item drawing, and include Environmental Stress Screening (ESS) for each part number.

4.4.5 Acceptance Criteria: Acceptance criteria will be deemed to have been met when each repaired item has met all of the applicable specification requirements under the conditions imposed by the provisions of its ATP. The conditions of classifying a test as a success or failure shall be in accordance with the following:

- a. Success: A test shall be classified as a success when the operational performance and other objectives established for a specific test have been successfully demonstrated under the test environment conditions specified and the performance is within specified limits of the item's ATP.
- b. Failure: A test shall be classified as a failure if it does not meet all the requirements for success as defined above.

4.4.6 Post-Acceptance Seal: Upon completion of final tests, Government inspection, and acceptance, the Contractor shall seal all ports, vents, and openings with plugs, caps, and plates or enclose in sealed plastic bag as applicable to prevent the entry of foreign matter or contamination into the repaired item; and also, install plugs and caps, which meet the requirements of NAS-847 for any electrical connectors to prevent damage during handling and shipment.

4.5.1 ITEM UNIQUE IDENTIFICATION (IUID):

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4.5.1.1 Marking Requirement: Unique Item Identification is required for all items to be delivered to the Department of Defense (DoD) that meet the criteria established by the FAR.

4.5.1.2 Reporting in IUID Registry

4.5.1.2.1 Transmission of Government property must be recorded in the IUID Registry.

The Government is required to record the transfer of GFP to the Contractor. The Contractor is required to record the receipt of GFP from the Government. The Contractor is required to record the return of GFP to the Government.

4.5.1.2.2 The Government or contractor/subcontractor personnel responsible for causing a “life cycle event” (i.e., abandoned, consumed, destroyed by accident, destroyed by combat, donated, exchanged – repair, exchanged – sold, exchanged – warranty, expended – experimental/target, expended – normal use, leased, loaned, lost, reintroduced, retired, scrapped, sold – foreign government, sold – historic, sold – nongovernment, sold – other federal, sold – state/local, and stolen) will update the item record in the IUID Registry.

4.5.1.3 IUID Marking Plan: The Contractor’s IUID Marking Plan shall fully detail and document the strategy and scope to be used to meet MIL-STD-130, DoD Standard Practice Identification Marking of US Military Property. The plan must be approved by cognizant engineer prior to implementation (CDRL A002, DI-MGMT-81803A, Item Unique Identification (IUID) Marking Plan). Contractor format is acceptable. IUID Marking Plan shall be type written in Microsoft Word with support files in Microsoft Excel and Microsoft Project. IUID Marking Plan shall be formatted for printing on standard 8.5" x 11" paper. Submission shall be delivered electronically via email to the the people listed in Block 16. The contractor shall submit each report with a letter of transmittal. Submit invoice in WAWF after submittal of final report to account for all previously submitted.

4.5.1.4 IUID Marking Activity and Verification Report: The Contractor shall provide an IUID Marking Activity and Verification Report. A key attribute for the report is the Verification column which indicates pass/fail for each item’s Data Matrix Symbol Quality (CDRL A003, DI-MGMT-81804A, Item Unique Identification (IUID) Marking Activity, Validation and Verification Report). The Contractor format is acceptable. 100% of the units shall be inspected, evaluated and added to the Activity and Verification Report. The requiring office will vary depending on the organization that issues the individual order. The contractor shall submit each report with a letter of transmittal. Submit invoice in WAWF after submittal of final report to account for all previously submitted.

4.5.2 PACKAGING:

The Contractor shall package and mark material in accordance with the contract/order Air Force Materiel Command (AFMC) Form 158, Packaging Requirements, and applicable

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Government regulations. The Contractor shall ensure that classified material is packaged, marked and delivered in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

4.6 Commercial Asset Visibility-Air Force (CAVAF):

4.6.1 CAVAF Reporting: Commercial Asset Visibility-Air Force (CAV-AF): The Contractor is required to comply with all CAVAF requirements identified in the CDRLs and attachments to the contract, and shall report production in CAV-AF. Additionally, upon completion of the repair, the contractor is required to print the DD1348-1 (in triplicate) from CAVAF. One copy is to be placed inside the box with the returnable repair asset, one outside the box and one copy will be electronically uploaded to WAWF as part of the Receiving Report (DD250). The contractor shall conduct production reporting on a daily or as transactions occur basis. The contractor shall obtain a valid DoD PKI certificate to log into CAVAF. Each user shall be required to have an Identity Certificate only; an encryption certificate is not required. The contractor shall receive and induct LRUs into CAVAF within 24 hours after receipt and will maintain correct LRU status as it transitions through the repair cycle. LRUs shall be processed for shipment within one business day after completion. The Contractor shall provide data on the actions conducted for each unit and report as actions occur. CDRL A001, DI-MGMT-81838, Commercial Asset Visibility Air Force (CAVAF) / Government Furnished Material Report, If CAVAF training is required, send an email to: 406scms.cav.af.ar@us.af.mil. The Contractor shall report Contract Depot Maintenance Production Report CDRL A010 Contract Depot Maintenance Production Report DI-PSSS-81995.

4.7 Repair Metrics

4.7.1 Timely Repairs: It is the Government's intent for the contractor to realize efficient repair process which facilitates timeliness and regular availability of repaired items in accordance with the established delivery schedules. The Contractor shall provide the monthly status report as required per CDRL A006 Monthly Status Report (MSR), DI-MGMT-80368A to record performance of LRU repairs. If necessary, the contractor will be granted relief from negotiated RTAT due to Class I changes that impact their ability to repair assets. However, the contractor will not be granted relief from negotiated RTAT for obsolescence and Diminishing Manufacturing Sources and Material Shortages (DMSMS) issues that can be solved with a component/SRU level Class II changes. Contractor performance will be assessed based on the number of assets awarded per delivery order in accordance to the negotiated Period of Performance.

4.7.2 Monthly Status Report: The contract shall prepare and deliver a Monthly Status Report providing known updates to the below. (CDRL A006, DI- MGMT-80368A)

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4.7.3 FAILURE REPORTING AND CORRECTIVE ACTION SYSTEM (FRACAS): The Contractor shall ensure failure data for all repairs are collected in the FRACAS database.

4.8 Counterfeit Prevention Plan (CPP):

Counterfeit Electronic Parts Prevention and Control Plan: With regard to any electronic parts procured by or on behalf of Seller for the Goods, Seller shall meet the following additional requirements:

- a. Seller shall establish and maintain a Counterfeit Electronic Parts Prevention and Control Plan (CEPPC Plan) in accordance with its internal policy and procedures to mitigate the risk of counterfeit electronics parts being installed in end items or otherwise entering the USAF/DoD inventory. The system shall incorporate processes/procedures to address the requirements listed in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract.
- b. Seller shall flow to its first tier suppliers the Seller's material authenticity requirements, which may be revised from time to time, in accordance with the Seller's quality management system.
- c. The requirement under this clause to establish and maintain a CEPPC Plan as described in paragraph i., above, applies only to Goods (including materials to be incorporated into Goods) to be purchased or ordered after the date of this Contract ("Effective Date").
- d. The government property listed on the attachment ("Approved Government Property") has been approved by the Contracting Officer for NGSC's use in the performance of this delivery order, in accordance with Part 45 of the Federal Acquisition Regulation. The Approved Government Property was procured in connection with previous DoD contracts between Buyer and Seller, and met the requirements of those contracts at the time the Approved Government Property was procured. The Approved Government Property was procured under contracts that did not include DFARS 252.246-7007, and such DFARS clause does not apply to the Approved Government Property used in the performance of this delivery order.
- e. The requirement under this paragraph for repairs shall only apply to those parts that are replaced in connection with Seller's performance of the repair.
- f. The Government's review of the Seller's system will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract.

The requirement under this paragraph for repairs shall only apply to those parts that are replaced as part of the repair.

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The Contractor shall establish and maintain a counterfeit electronic part detection and avoidance system to mitigate the risk of counterfeit electronics parts being installed in end items or otherwise entering the USAF/DoD inventory. (CDRL A007, Counterfeit Protection Plan, DI-MISC-81832) The system shall incorporate processes/procedures to address the requirements listed in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract. The Government's review of the Contractor's system will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract.

4.9 Holidays and Facility Closings: The place of performance for this contract will be exclusively at the contractor's facility.

4.10 Quality: The contractor shall maintain an ISO 9001, ISO 9002, or equivalent, quality system. When requested, the contractor shall assist the cognizant Contract Administration Office in evaluating Product Quality Deficiency Reports (PQDR) and exhibits for defects reported on items repaired under this contract to determine the root cause for deficiencies. These defects may be reported from field or depot organizations. PQDRs will not be valid if reported more than one year after an item was repaired. Corrective action to prevent repeat discrepancies shall be an integral part of the contractor's Quality Program. The contractor shall establish and maintain a program to accomplish the requirements. No more than two (2) validated Material, Supply or Product Quality Deficiency Reports (PQDRs) per contract year. The Government will use the PQDR process to return an end item that was repaired or modified by Northrop-Grumman Technical Services, for which a quality problem is suspected. In the event that the Government believes that the issuance of a PQDR is necessitated against such item, the Government and the contractor shall do the following:

4.10.1 Government shall forward the item to the cognizant DCMA representative. This notification shall include, but is not limited to: NSN, Contractor Part Number (CPN), Serial Number (S/N), date of discrepancy, reason for discrepancy, and any other pertinent information related to the issuance of the PQDR.

4.10.2 DCMA will notify the appropriate contractor quality representative of the pending PQDR and provide all information received.

4.10.3 DCMA will notify appropriate government office to ship discrepant asset to the contractor facility as soon as possible after contractor notification.

4.10.4 The Contractor shall perform all evaluations, tests, and analysis required to: confirm/non-confirm the stated discrepancy and actual failure mode; ascertain the applicable

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root cause and corrective action; and determine responsibility for returning the unit to a serviceable condition.

4.10.5 The Contractor shall use its own internal format to provide DCMA with the results of its findings for any discrepancy.

4.10.6 DCMA shall submit the final report to the appropriate Government organizations.

4.10.7 The Contractor shall return the asset to the Government Inventory Control Point (ICP) unless directed otherwise. NOTE: In the event an LRU is received and “tagged” as a PQDR, without DCMA notification, the Contractor shall contact the 408 SCMS/GULA AN/AAQ-24(V) LAIRCM system Equipment Specialist for guidance.

4.10.8 The validity of PQDRs shall be determined by DCMA. For PQDR matters involving conflicts between the contractor and DCMA, the Contracting Officer will be the final decision authority. The Government will not be charged for repair(s) on “validated” PQDRs and the repair(s) shall not count against the specific LRU BEQ for the ordering period. If PQDR is deemed invalid, Contractor shall request disposition from the 408 SCMS/GULA.

5.0 General Information

5.1 Continuation of Mission-Essential Services During a Crisis: The Functional Commander or civilian equivalent has determined these services are not mission-essential and will not continue in the event of a crisis.

5.2 Security Requirements: The Contractor shall ensure personnel, information, system, property, facility and, if applicable, international security requirements are met. The Contractor shall ensure contractor/subcontractor personnel who perform work on a Government facility comply with the security requirements of the facility. The Contractor shall comply with the following security regulation DEPARTMENT OF DEFENSE MANUAL 5200.02 AIR FORCE MANUAL 16-1405.

5.2.1 Knowledge and/or generation of classified information and/or Controlled Unclassified Information (CUI) are required for performance of the contract/order. The Contractor shall ensure applicable Contractor personnel have security clearances at the appropriate level.

5.2.2 Government System(s): The Government will provide Contractor personnel access to system(s) only as necessary to perform tasks under the contract/order. Upon completion/termination of the contract/order or transfer/termination of Contractor personnel, the system account(s) will be closed. If any Contractor personnel are required to occupy

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physical space on Robins AFB, they shall comply with the Security Education and Awareness program. The program consists of three components: initial training, annual refresher training, and periodic tailored training.

5.2.3 Operations Security (OPSEC): The purpose of OPSEC is to reduce the vulnerability of USAF missions to adversary collection and exploitation of critical information. DoDD 5205.02E and DoD Manual 5205.02-M require contractors supporting DoD activities use OPSEC to protect critical information for specified contracts, sub contracts, and information used in the performance of duties in support of Air Force requirements/missions. The Contractor shall ensure Contractor personnel who perform work on (or in) a Government facility comply with the OPSEC procedures and training requirements of the facility as specified in AFI 10-701.

5.2.4 Security Clearance: The Contractor shall ensure applicable Contractor personnel have security clearances at the *Secret/Sensitive* level for proper accomplishment of contract/order requirements. The security clearance shall be obtained in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification. Contractor personnel whose clearances have been suspended or revoked shall immediately be denied access to classified information and/or CUI and classified items. .

5.2.5 Security Incident or Violation: The Contractor shall immediately notify the Government Security Office (AFLCMC/WNOS) of any potential or actual security violation. The contractor must notify the Government of any security incident or violation including potential or actual unauthorized disclosure or compromise of classified information and/or Controlled Unclassified Information (CUI).

5.2.6 Security of Contractor System(s): The Contractor shall ensure the security of Automated Information Systems (AIS) at the Contractor's facility to preclude potential security incidents or violations including potential unauthorized disclosure or compromise of classified and/or CUI.

5.3 Environmental Management System (EMS): Contractor/subcontractor personnel who perform work on any Government facility shall comply with the EMS requirements established by the facility. Contractor/subcontractor personnel may be required to complete EMS training prior to beginning work.

5.4 Agency Affirmative Procurement Programs: In accordance with FAR 23.404, Agency Affirmative Procurement Programs, 100% of purchases of Environmental Protection Agency (EPA)-designated products included in the Comprehensive Procurement Guidelines (CPG) list (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>) and/or United States Department of Agriculture (USDA)-designated products included in the bio-based product listings [<http://www.biopreferred.gov>] shall, at a minimum, meet the EPA or

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USDA standards for recovered materials or bio-based content, respectively, unless an item cannot be acquired competitively within a realistic timeframe, meet appropriate performance standards, and/or be acquired at a reasonable price.

5.4.1 The Prime Contractor shall ensure subcontractors comply with the Agency Affirmative Procurement Program requirements.

5.5 Safety Requirements

5.5.1 Contractor Environmental, Safety, and Occupational Health Compliance: The Contractor shall comply with Government Safety and Health regulations including, but not limited to, Public Law 91-596, *Occupational Safety and Health Act* (OSHA), and DoD Directive 4715.1E, *Environmental, Safety, and Occupational Health* (ESOH). The Contractor shall establish and maintain a safety and health program detailed in a written Contractor's Safety and Health Plan. The Contractor shall require all subcontractors to comply with required safety, health and fire standards.

5.5.2 Mishap Notification/Investigation: In accordance with AFI 91-204, *Safety Investigations and Reports*, the Contractor shall report mishaps involving damage or injury to USAF assets/interests. The Contractor shall ensure the USAF is notified of mishaps. The Contractor shall contact the Contracting Officer's Representative (COR), if available, or another MFT member by telephone within eight hours. The Contractor shall immediately secure the mishap scene (and damaged property) and impound pertinent maintenance and training records until released by the Government's Safety Office (78 ABW/SE). Such release shall be accomplished through the Contracting Officer. The Contractor shall cooperate and assist Government personnel in the investigation of the mishap and submit an Accident/Incident Report within 24 hours of the mishap (CDRL A008, Accident/Incident Report, DI-SAFT-81563).

5.5.3 Voluntary Protection Programs (VPP): Contractor personnel performing work on a USAF installation shall participate in the local VPP.

5.5.4 VPP Description: In 1982, OSHA created the Voluntary Protection Programs (VPP) to recognize and partner with worksites that implement exemplary systems to manage worker's safety and health. These sites implement comprehensive Safety and Health Management Systems that exceed basic compliance with OSHA standards. VPP applies to all personnel at Robins AFB - civil servants (both bargaining and non-bargaining), active duty (officer and enlisted), reservists and contractor employees. The Contractor shall ensure its employees and managers have a comprehensive understanding of VPP as well as full compliance with OSHA requirements. The Contractor, whether regularly involved in routine site operations or engaged in temporary projects such as construction or repair, shall follow the safety and health rules of the installation or VPP site. Detailed information on VPP is available on the OSHA website at

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<http://www.osha.gov/dcsp/vpp/index.html>. The Contractor shall access the site to ensure their understanding of VPP and how their performance is linked to the Air Force installation's pursuit of VPP recognition.

5.5.5 Department of Labor (DoL) Inspection of Contractor Operations. The Contractor is subject to DoL inspections and enforcement by OSHA health and safety officials while performing work on a Government installation. OSHA health and safety officials may access workplaces on Government installations at any time, scheduled or unscheduled, during regular work hours. OSHA health and safety officials must meet security requirements to enter restricted or classified areas. The Contractor shall immediately notify the COR and the contracting unit's Safety Office upon notification of a visit.

5.6 Inspection of Services: Inspection of Services will be accomplished in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract. The Government reserves the right to inspect Contractor performance.

5.7 Service Contract Reporting

5.7.1 Service Contract Reporting (SCR): In accordance with 10 United States Code 2330(a), the Contractor shall provide a Service Contract Report for each contract that meets the DoD Contract Reporting criteria and is in excess of \$3,000,000. The Contractor shall report the total amount invoiced and contractor labor hours expended on the services performed during the previous fiscal year. Prime contractor labor hours, including any required Tier 1 subcontractor information, shall be reported in the System for Award Management (SAM). The reporting period for contractors is open from mid-October to mid-December for reporting against the prior fiscal year. SAM will only enable reporting for entities with contracts that meet the SCR criteria and thresholds. Additional information and user manuals for government personnel and Contractors is available at <https://www.sam.gov>. SCR eligibility, reporting rules and criteria is located on the DoD Procurement Toolbox at <https://dodprocurementtoolbox.com/site-pages/service-contract-reporting-scr>.

5.8 Invoicing/Payment and Receipt/Acceptance: Invoicing/Payment and Receipt/Acceptance: The Contractor shall submit/process payment requests and receipt/acceptance documents via WAWF.

5.8.1 Withholding of Payment for Non-Technical Data: If non-technical data or reports specified to be delivered under this contract, are not delivered within the time specified by this contract or is deficient upon delivery, the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of 1% of the total delivery or task order price or amount. Non-technical data is any data or report not meeting the definition of technical data contained in DoD FAR Supplement clause 252.227-7013.

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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 delivery such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

5.9 Trafficking in Persons: The Contractor shall comply in accordance with the FAR and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the contract as it relates to Trafficking in Persons. Additional information about Trafficking in Persons is available at the site for the Department of State's Office to Monitor and Combat Trafficking in Persons. <http://www.state.gov/j/tip>

6.0 Appendices

6.1 Appendix A: References

| Publication | Title of Publication | Date of Publication | Section(s) that Apply |
|---|---|----------------------|-----------------------|
| AFFARS 5352.242- 9000 | Contractor Access to Air Force Installations | July 2021 | Entire |
| DFARS 252.211.7003 | Item Identification and Valuation | October 2020 | Entire |
| DoDI1100.22 | Policy and Procedures for determining Workforce Mix | 12 April 2020 | Entire |
| DoD 5220.22- M | National Industrial Security Program | May 18 2016 | Entire |
| DoD 5220.22-S | COMSEC Supplement to Industrial Security Manual for Safeguarding Classified Information | 17 March 1988 | Entire |
| FAA 14 CFR Part 145 | Repair Stations | April 01 2020 | Entire |
| MIL-STD- 2073-1E(4) | Standard Practice for Military Packaging | April 22 2019 | Entire |
| MIL-STD- 129R(2) | Military Marking for Shipment and Storage | September 27 2019 | Entire |
| Technical Order (T.O.) 00-35D- 54 | USAF Deficiency Reporting, Investigation and Resolution | April 15 2021 | Entire |

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