

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING DO-C9	PAGE OF PAGES 1 119
2. CONTRACT NUMBER	3. SOLICITATION NUMBER FA910122RB001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED DRAFT RFP	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY FA9101 AEDC PKP PROCRMNT BR CP 931 454 7841 100 KINDEL DR STE A332 ARNOLD AFB, TN 37389-1332 UNITED STATES Rebecca Gardner, Email: AEDC.SSO@us.af.mil		CODE FA9101	8. ADDRESS OFFER TO (If other than item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME Rebecca Gardner	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS AEDC.SSO@us.af.mil
		AREA CODE	NUMBER	EXTENSION

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 280 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY DFAS-BVFD/DY P.O. BOX 369024 COLUMBUS OH 43218-9024	CODE F03000
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

Section A - Solicitation/Contract Form

Test Operations and Sustainment (TOS) II

Proposal Identifier: FA910122RB001

Date: 07 Feb 2023

DRAFT

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

The CLIN structure of this contract may be slightly modified (e.g., adding informational sublines) after contract award to meet Electronic Document Access (EDA) requirements. These changes are for administrative purposes only and do not affect the cost or price of this contract.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

None

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B01 CONTRACT TYPE: FIRM FIXED PRICE (FEB 2023) (TAILORED)

The total Price of this contract for CLIN 0001 and Option CLIN 0205 is \$ _____.

FY24 (CLIN 0001) Phase-in Price \$ _____

FY26 (Option CLIN 0205) Phase-in Price \$ _____

B02 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 2023) (TAILORED)

The Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

ESTIMATED COST AND FEE

(a) The Base Fee of this contract is \$0.

(b) The Earned Award Fee Pool of this contract is \$ _____. The determination and frequency of the Award Fee payment will be as set forth in the Award Fee / Award Term Plan.

(c) The sum of the total Estimated Cost, the Earned Award Fee and the Phase-in Price of this contract is \$ _____.

(d) The breakdown of the contract price by fiscal year is as follows:

REGULAR OPTION YEARS

FY24

Estimated Cost \$ _____

Earned Award Fee _____

Contract Price _____

The Remaining Award Fee Pool is _____

FY25

Estimated Cost \$ _____

Earned Award Fee _____

Contract Price _____

The Remaining Award Fee Pool is _____

FY26

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

FY27

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

FY28

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

AWARD TERM PERIODS

FY29

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

FY30

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

REGULAR OPTION YEARS

FY31

Estimated Cost \$ _____
Earned Award Fee _____

DRAFT

Contract Price _____
The Remaining Award Fee Pool is _____

FY32

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

AWARD TERM PERIODS

FY33

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

FY34

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

REGULAR OPTION YEARS

FY35

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____

FY36

Estimated Cost \$ _____
Earned Award Fee _____
Contract Price _____
The Remaining Award Fee Pool is _____



OPTION TO EXTEND SERVICES (UP TO 6 MONTHS) IAW 52.217-8

FY37

Estimated Cost \$ _____
 Earned Award Fee _____
 Contract Price _____
 The Remaining Award Fee Pool is _____

B03 CONTRACT TYPE: COST PLUS FIXED FEE (FEB 2023)

(a) The fixed fee percentage for this contract is shown below and may be increased only by negotiation and modification of the contract for added or deleted work. Fixed fee payment amounts are calculated by multiplying the fixed fee percentage by the sum of the allowable direct and indirect costs that the Contractor actually incurs but not to exceed the dollar amount of the fixed fee as set forth in the CLIN descriptions. The total fixed fee shall be calculated by adding the subtotals for 1) Arnold AFB and for 2) LGTF& AVSF to arrive at a total fixed fee amount. The Contractor shall invoice for the fixed fee payment that accrued during the previous payment period. Fixed fee will be paid as it accrues.

The sum of all fixed fee payment amounts shall equal the fixed fee established in the CLINs Descriptive Data minus any reductions applied under paragraph (h) of Clause B01 at any time during the CLIN's period of performance. For this reason, the final fixed fee payment amount under the CLIN maybe less or more than the calculated payment amount for the final month of the CLIN's period of performance.

Fixed Fee % _____ (filled in at award)

(b) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the Government.

(c) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(d) This Clause applies to the following:

(1) For Arnold AFB, this Clause applies to the following Line Items: 0104, 0108, 0204, 0304, 0404, 0504, 0604, 0704, 0804, 0904, 1004,1104, 1204, and 1304.

(2) Once line item 0205 is exercised, then services at LGTF and AVSF will be incorporated in the following Line Items: 0204, 0304, 0404, 0504, 0604, 0704,0804, 0904, 1004, 1104, 1204, and 1304.

(e) The Contractor agrees to provide the total level of effort for each labor category as specified in paragraph (g) and paragraph (i) below.

Calculating Arnold AFB Fixed Fee Subtotal:

(f) Fixed fee payment amounts for the labor categories listed in paragraph (g) are calculated by multiplying the fixed fee percentage by the sum of the allowable direct and indirect costs that the Contractor actually incurs but not to exceed the dollar amount of the fixed fee as set forth in the CLIN descriptions to arrive at a subtotal for Arnold AFB. Fixed fee shall only be paid as it accrues and shall be calculated in each Contractor invoice.

(g) A breakdown of hours by labor category for each twelve-month period of the contract for Arnold AFB is as follows:

Facility	Labor Category Description	Hours
Arnold (CA)	Acquisition Professional	3,670
Arnold (CA)	Financial Analyst	1,830
Arnold (CA)	Human Resources	1,830

Arnold (CA)	Project Management	2,745
Arnold (MD)	Office & Administrative Services	1840
Arnold (TN)	Acquisition Professional	76,860
Arnold (TN)	Financial Analyst	18,300
Arnold (TN)	Human Resources	36,600
Arnold (TN)	Office & Administrative Services	45,025
Arnold (TN)	Planner / Scheduler	76,860
Arnold (TN)	Prime Contracts Professional	4,575
Arnold (TN)	Project Controls	62,220
Arnold (TN)	Project Management	60,390
Arnold (TN)	Project Management Analyst	8,235
Arnold (TN)	Public Affairs	12,835
Arnold (TN)	Quality Assurance Manager	23,815

Calculating LGTF & AVSF Fixed Fee Subtotal:

(h) If one or more positions specified in paragraph (i) below remain vacant for an entire calendar month, the Contracting Officer may reduce the fixed fee percentage of this contract as follows: The fixed fee percentage reduction equals the difference between the contract's fixed fee percentage and the product of 0.5 and the number of positions vacant for the entire calendar month, with the product expressed as a percentage point. As an example, if the contract's fixed fee percentage is 5% and two positions remain vacant for the entire month of March, then the resulting fixed fee percentage would be 4%. (5% - (0.5 x 2) expressed as a percentage point = 5% - 1% = 4%).

(1) The Contracting Officer may further reduce the fixed fee percentage of the contract by including a factor of two in the product segment of the formula established in paragraph (h) above if:

(a) In any calendar month, two or more positions located within the same GSU (LGTF or AVSF) facility remain vacant; OR

(b) In any calendar month, any one of the following positions, known henceforth as the contract's most highly specialized positions, remain vacant:

1 x LGTF Senior Manager

1 x LGTF Journeyman Mechanical Specialist (TODA).

As an example, if the contract's fixed fee percentage is 5% and two positions remain vacant for the entire month of March, one of which is a position identified in subparagraph (h)(1)(b), then the resulting fixed fee percentage would be 3%. ($5\% - (0.5 \times 2 \times 2)$ expressed as a percentage point = $5\% - 2\% = 3\%$).

(2) Upon the application of any fixed fee reduction, the resulting fixed fee percentage shall not be less than 0%.

(3) Any fixed fee percentage reduction shall apply to the sum of the allowable direct and indirect costs that the Contractor actually incurs but not to exceed the dollar amount of the fixed fee as set forth in the CLIN descriptions to arrive at a subtotal for LGTF & AVSF for the calendar month following the end of the calendar month that is the basis for the calculations in paragraphs (h) and (h)(1)(b) above. As an example, if one position remained vacant for the entire month of March resulting in a fixed fee percentage reduction from 5% to 4.5%, and the Contractor incurs \$1,000,000 in allowable direct and indirect costs during the entire month of April for LGTF & AVSF, then the Contractor's fixed fee subtotal payment amount for the entire month of April would be \$45,000 ($\$1,000,000 \times .045$).

(i) A breakdown of hours by labor category for each twelve-month period of the contract for LGTF and AVSF is as follows:

Facility	QTY	Labor Category Description	Hours
LGTF	1	Senior Manager	1,832
LGTF	1	Senior Engineering Supervisor	1,832
LGTF	2	Senior Engineering Specialist	3,664
LGTF	3	Junior Engineering Specialist	5,496
LGTF	2	Senior Mechanical Specialist	3,664
LGTF	1	Journeyman Mechanical Specialist (TODA)	1,832
LGTF	7	Journeyman Mechanical Specialist	12,824
LGTF	2	Junior Mechanical Specialist	3,664

LGTF	4	Senior Instrumentation Specialist	7,328
LGTF	1	Shipping and Receiving Specialist	1,832
LGTF	1	Hazardous Materials and Safety Specialist	1,832
LGTF	1	Administrative Support	1,832
AVSF	1	Senior Mechanical Specialist	1,832
AVSF	5	Journeyman Mechanical Specialist	9,160
AVSF	2	Senior Instrumentation Specialist	3,664
AVSF	4	Journeyman Instrumentation Specialist	7,328
AVSF	1	Junior Instrumentation Specialist	1,832
AVSF	1	Journeyman Mechanical Specialist (RSO)	1,832

Calculating the total Fixed Fee

The total fixed fee shall be calculated by adding the subtotals for 1) Arnold AFB and for 2) LGTF & AVSF to arrive at a total fixed fee amount. Fixed fee shall only be paid as it accrues, and shall be calculated in each Contractor invoice.

CLIN STRUCTURE

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Phase-in Stage 1 The Contractor shall perform Phase-in as described in the Offeror's proposed Technical Volume for Arnold AFB, Tunnel 9, and NFAC.	1	Lot		

	<p>Product Service Code: R425 Pricing Arrangement: Firm Fixed Price</p>				
Option Line Item 0101	<p>Test Operations and Sustainment for AEDC - FY24 (up to 3 months)</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for the FY24 contract period (up to 3 months). Period of performance is up to 3 months. If less than 3 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0102	<p>Data - FY24 (up to 3 months) - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for the FY24 contract period (up to 3 months). Period of performance is up to 3 months. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0103	<p>Award Fee Pool - FY24 (up to 3 months)</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for the FY24 contract period (up to 3 months). If less than 3 months are awarded, the award fee pool will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option. (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0104	<p>Cost Plus Fixed Fee - Level of Effort - FY24 (up to 3 months)</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for the FY24 contract period (up to 3 months). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required. Period of performance is up to 3 months. If less than 3 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Estimated Cost (if all 3 months are exercised): \$ _____ Fixed Fee: % _____ Fixed Fee (if all 3 months are exercised): \$ _____ Total Estimated Cost (if all 3 months are exercised): \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Lot		
	<p>Test Operations and Sustainment for AEDC - FY25 (up to 12 months)</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for the FY25 contract</p>				

<p>Option Line Item 0105</p>	<p>period (up to 12 months). Period of performance is up to 12 months. If less than 12 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0106</p>	<p>Data - FY25 (up to 12 months) - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for the FY25 contract period (up to 12 months). Period of performance is up to 12 months. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0107</p>	<p>Award Fee Pool - FY25 (up to 12 months)</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for the FY25 contract period (up to 12 months). If less than 12 months are awarded, the award fee pool will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option. (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0108</p>	<p>Cost Plus Fixed Fee - Level of Effort - FY25 (up to 12 months)</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for the FY25 contract period (up to 12 months). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required. Period of performance is up to 12 months. If less than 12 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Estimated Cost (if all 12 months are exercised): \$ _____ Fixed Fee: % _____ Fixed Fee (if all 12 months are exercised): \$ _____ Total Estimated Cost (if all 12 months are exercised): \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0201</p>	<p>Test Operations and Sustainment for AEDC - FY26</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year I (FY26).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0202</p>	<p>Data - FY26 - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for</p>	<p>1</p>	<p>Lot</p>		

	Option Year I (FY26). Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee				
Option Line Item 0203	Award Fee Pool - FY26 This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year I (FY26). (See Section H Clause H119, Award Fee and Award Term (TBD)) Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0204	Cost Plus Fixed Fee - Level of Effort - FY26 The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year I (FY26). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required. Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____ Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 0205	Phase-in Stage 2 The Contractor shall perform 3-month Phase-in as described in the Offeror's proposed Technical Volume for NRTF and AVSF & LGTF. Actual start and completion dates will be determined accordingly at exercise of option. Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 0301	Test Operations and Sustainment for AEDC - FY27 The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year II (FY27). Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0302	Data - FY27 - Not Separately Priced The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year II (FY27). Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0303	Award Fee Pool - FY27 This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year II (FY27). (See Section H Clause H119, Award Fee and Award Term (TBD))	1	Lot		

	<p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>				
Option Line Item 0304	<p>Cost Plus Fixed Fee - Level of Effort - FY27</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year II (FY27). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Lot		
Option Line Item 0401	<p>Test Operations and Sustainment for AEDC - FY28</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year III (FY28).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0402	<p>Data - FY28 - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year III (FY28).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0403	<p>Award Fee Pool - FY28</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year III (FY28). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0404	<p>Cost Plus Fixed Fee - Level of Effort - FY28</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year III (FY28). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Lot		

<p>Option Line Item 0501</p>	<p>Test Operations and Sustainment for AEDC - FY29 - Award Term Option I</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Award Term Option I (FY29).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0502</p>	<p>Data - FY29 - Not Separately Priced - Award Term Option I</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Award Term Option I (FY29).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0503</p>	<p>Award Fee Pool - FY29 - Award Term Option I</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Award Term Option I (FY29). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0504</p>	<p>Cost Plus Fixed Fee - Level of Effort - FY29 - Award Term Option I</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Award Term Option I (FY29). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0601</p>	<p>Test Operations and Sustainment for AEDC - FY30 - Award Term Option II</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Award Term Option II (FY30).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0602</p>	<p>Data - FY30 - Not Separately Priced - Award Term Option II</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Award Term Option II (FY30).</p>	<p>1</p>	<p>Lot</p>		

	Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee				
Option Line Item 0603	Award Fee Pool - FY30 - Award Term Option II This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Award Term Option II (FY30). (See Section H Clause H119, Award Fee and Award Term (TBD)) Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0604	Cost Plus Fixed Fee - Level of Effort - FY30 - Award Term Option II The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Award Term Option II (FY30). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required. Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____ Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 0701	Test Operations and Sustainment for AEDC - FY31 The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year IV (FY31). Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0702	Data - FY31 - Not Separately Priced The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year IV (FY31). Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0703	Award Fee Pool - FY31 This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year IV (FY31). (See Section H Clause H119, Award Fee and Award Term (TBD)) Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee	1	Lot		
Option Line Item 0704	Cost Plus Fixed Fee - Level of Effort - FY31 The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year IV (FY31). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.	1	Lot		

	<p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>				
Option Line Item 0801	<p>Test Operations and Sustainment for AEDC - FY32</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year V (FY32).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0802	<p>Data - FY32 - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year V (FY32).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0803	<p>Award Fee Pool - FY32</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year V (FY32). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 0804	<p>Cost Plus Fixed Fee - Level of Effort - FY32</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year V (FY32). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Lot		
Option Line Item 0901	<p>Test Operations and Sustainment for AEDC - FY33 - Award Term Option III</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Award Term Option III (FY33).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		

<p>Option Line Item 0902</p>	<p>Data - FY33 - Not Separately Priced - Award Term Option III</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Award Term Option III (FY33).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0903</p>	<p>Award Fee Pool - FY33 - Award Term Option III</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Award Term Option III (FY33). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 0904</p>	<p>Cost Plus Fixed Fee - Level of Effort - FY33 - Award Term Option III</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Award Term Option III (FY33). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1001</p>	<p>Test Operations and Sustainment for AEDC - FY34 - Award Term Option IV</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Award Term Option IV (FY34).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1002</p>	<p>Data - FY34 - Not Separately Priced - Award Term Option IV</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Award Term Option IV (FY34).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1003</p>	<p>Award Fee Pool - FY34 - Award Term Option IV</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Award Term Option IV (FY34). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
	<p>Cost Plus Fixed Fee - Level of Effort - FY34 - Award Term Option IV</p>				

<p>Option Line Item 1004</p>	<p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Award Term Option IV (FY34). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1101</p>	<p>Test Operations and Sustainment for AEDC - FY35</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for Option Year VI (FY35).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1102</p>	<p>Data - FY35 - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year VI (FY35).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1103</p>	<p>Award Fee Pool - FY35</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year VI (FY35). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1104</p>	<p>Cost Plus Fixed Fee - Level of Effort - FY35</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year VI (FY35). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1201</p>	<p>Test Operations and Sustainment for AEDC - FY36</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance</p>	<p>1</p>	<p>Lot</p>		

	<p>with the attached Performance Work Statement for Option Year VII (FY36).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>				
Option Line Item 1202	<p>Data - FY36 - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for Option Year VII (FY36).</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 1203	<p>Award Fee Pool - FY36</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for Option Year VII (FY36). (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 1204	<p>Cost Plus Fixed Fee - Level of Effort - FY36</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for Option Year VII (FY36). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Lot		
Option Line Item 1301	<p>Test Operations and Sustainment for AEDC - FY37 (up to 6-month option to extend)</p> <p>The Contractor shall provide test operations, technology development, equipment and facility sustainment, capital improvements, and support services for Arnold Engineering Development Complex in accordance with the attached Performance Work Statement for the FY37 contract period (up to 6 months). Period of performance is up to 6 months. If less than 6 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		
Option Line Item 1302	<p>Data - FY37 (up to 6-month option to extend) - Not Separately Priced</p> <p>The Contractor shall provide data in accordance with the attached Contract Data Requirements List identified as Exhibits A and B for the FY37 contract period (up to 6 months). Period of performance is up to 6 months. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	1	Lot		

<p>Option Line Item 1303</p>	<p>Award Fee Pool - FY37 (up to 6-month option to extend)</p> <p>This CLIN represents the maximum award fee pool for the Test Operations and Sustainment CLIN for the FY37 contract period (up to 6 months). If less than 6 months are awarded, the award fee pool will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option. (See Section H Clause H119, Award Fee and Award Term (TBD))</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Award Fee</p>	<p>1</p>	<p>Lot</p>		
<p>Option Line Item 1304</p>	<p>Cost Plus Fixed Fee - Level of Effort - FY37 (up to 6-month option to extend)</p> <p>The Contractor shall provide test and test support services IAW the Performance Work Statement (PWS) and Section B Clause B03, Contract Type: Cost Plus Fixed Fee, for the FY37 contract period (up to 6 months). This CLIN includes performing test and test support services requirements IAW the PWS, and performing overtime as required. Period of performance is up to 6 months. If less than 6 months are awarded, the estimated cost will be prorated monthly. Actual start and completion dates will be determined accordingly at exercise of option.</p> <p>Estimated Cost: \$ _____ Fixed Fee: % _____ Fixed Fee: \$ _____ Total Estimated Cost: \$ _____</p> <p>Product Service Code: R425 Pricing Arrangement: Cost Plus Fixed Fee</p>	<p>1</p>	<p>Lot</p>		

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Section C - Description/Specifications/Statement of Work

C01 PERFORMANCE WORK STATEMENT (FEB 2023)

See Attachment 7, Performance Work Statement, dated 7 February 2023

Requirements

This contract will acquire test operations, technology development, equipment and facility sustainment, capital improvements and some support services for AEDC.

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Section D - Packaging and Marking

D01 PACKAGING AND MARKING (FEB 2023)

The Contractor shall provide packaging and marking which shall afford adequate protection against corrosion, deterioration, and physical damage during shipment for all applicable items.

The Contractor shall place only the following information on items designed and/or fabricated under this contract:

Designed (and/or Fabricated) For: USAF-AEDC

By: _____

Contract Number: _____

DRAFT

Section E - Inspection and Acceptance

E01 POINT OF INSPECTION AND ACCEPTANCE (FEB 2023)

Arnold Air Force Base, TN; Tunnel 9, White Oak, MD; National Full Scale Aerodynamics Complex (NFAC), Moffett Field, CA; National Radar Cross-Section (RCS) Test Facility (NRTF), White Sands Missile Range Holloman Air Force Base, NM; Landing Gear Test Facility (LGTF), Wright-Patterson Air Force Base, OH; and Aerospace Vehicle Survivability Facility (AVSF), Wright-Patterson Air Force Base, OH are designated as the point of final inspection and acceptance for work performed under this contract. Arnold Engineering Development Complex (AEDC) is headquartered at Arnold Air Force Base, TN with a nationwide footprint that is comprised of multiple geographically separated units that may be expanded during the duration of the TOS II contract.

E02 GOVERNMENT INSPECTIONS (FEB 2023)

- a. Any inspection of the Contractor's work shall be governed by the contract clauses incorporated by reference and the terms and conditions of this contract and shall not involve direction or supervision of the Contractor's employees. Only the Contracting Officer shall direct compliance or correction of conditions noted by inspectors.
- b. It is Government policy that only designated Government contract inspectors such as Contracting Officer Representatives (CORs) may inspect the Contractor's performance. However, when directed by the Contracting Officer, the Contractor shall provide information to the inspector general or staff assistance personnel to assist in their evaluation of the Complex Management. Moreover, the Contractor also shall provide information on performance of the contract functions, as required by the Contracting Officer, to the HQ AEDC Air Force Staff to help in resolving various issues.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984
52.246-8	Inspection of Research and Development-Cost-Reimbursement.	May 2001
52.246-12	Inspection of Construction.	Aug 1996
52.246-16	Responsibility for Supplies.	Apr 1984

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr 2012

Section F - Deliveries or Performance

F01 TIME OF PERFORMANCE (FEB 2023)

Performance under this contract shall be from:

<u>Contract Period</u>	<u>Period of Performance</u>
Phase-in Stage 1 Base period	01 April 2024 through 30 June 2024
First Option Period(s)	01 July 2024 through 30 September 2025
Option Year I	01 October 2025 through 30 September 2026
Option Year II	01 October 2026 through 30 September 2027
Option Year III	01 October 2027 through 30 September 2028
Award Term Option I	01 October 2028 through 30 September 2029
Award Term Option II	01 October 2029 through 30 September 2030
Option Year IV	01 October 2030 through 30 September 2031
Option Year V	01 October 2031 through 30 September 2032
Award Term Option III	01 October 2032 through 30 September 2033
Award Term Option IV	01 October 2033 through 30 September 2034

Option Year VI	01 October 2034 through 30 September 2035
Option Year VII	01 October 2035 through 30 September 2036
6-Month Option to Extend	01 October 2036 through 31 March 2037

(Reference Section H Clause H119, Award Fee and Award Term (TBD))

F02 PLACE AND METHOD OF DELIVERY (FEB 2023)

The place of performance of this contract shall be Arnold Air Force Base, TN; Tunnel 9, White Oak, MD; National Full Scale Aerodynamics Complex (NFAC), Moffett Field, CA; National Radar Cross-Section (RCS) Test Facility (NRTF), White Sands Missile Range Holloman Air Force Base, NM; Landing Gear Test Facility (LGTF), Wright-Patterson Air Force Base, OH; and Aerospace Vehicle Survivability Facility (AVSF), Wright-Patterson Air Force Base, OH. Arnold Engineering Development Complex (AEDC) is headquartered at Arnold Air Force Base, TN with a nationwide footprint that is comprised of multiple geographically separated units that may be expanded during the duration of the TOS II contract. The Contractor shall deliver all items to the Contracting Officer unless otherwise specified.

F03 MILITARY STANDARD TRANSPORTATION AND MOVEMENT PROCEDURES (MILSTAMP) (FEB 2023)

The contact point for matters pertaining to MILSTAMP is the Contracting Officer, AFTC/PZZ (Arnold), 100 Kindel Drive, Suite A337, Arnold Air Force Base TN, 37389-1337. The Contractor shall not ship directly to a military air or water port terminal without authorization from the contact point.

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	QTY	Address and POC
0001	Period of Performance From 01 Apr 2024 To 30 Jun 2024	1 Lot	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.242-15	Stop-Work Order.	Aug 1989
52.242-15 Alternate I	Stop-Work Order. (Alternate I)	Aug 1989
52.242-17	Government Delay of Work.	Apr 1984
52.247-34	F.o.b. Destination.	Nov 1991

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.223-7003	Change in Place of Performance--Ammunition and Explosives.	Dec 1991
252.247-7023	Transportation of Supplies by Sea.	Feb 2019

Section G - Contract Administration Data

G01 ADDITIONAL DATA (FEB 2023)

Any contract administration data not shown on the face of this contract may be obtained from the Contracting Officer, AFTC/PZZ (Arnold), 100 Kindel Drive, Suite A337, Arnold Air Force Base TN 37389-1337.

G02 REPORTS OF INVENTION (FEB 2023)

The Contractor shall forward the interim and final patent report of inventions required by DFARS 252.227-7039, Patents-Reporting of Subject Inventions, through the Administrative Contracting Officer to:

Staff Judge Advocate

AEDC/JA

100 Kindel Drive, Suite B120

Arnold AFB TN 37389-2120

The reports may be submitted on DD Form 882, Reports of Inventions and Subcontracts.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020
252.204-7006	Billing Instructions.	Oct 2005
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	<u>F03000</u>
Issue By DoDAAC	<u>FA9101</u>
Admin DoDAAC	<u>FA9101</u>

Inspect By DoDAAC	___
Ship To Code	___
Ship From Code	___
Mark For Code	___
Service Approver (DoDAAC)	___
Service Acceptor (DoDAAC)	<u>FA9101</u>
Accept at Other DoDAAC	___
LPO DoDAAC	___
DCAA Auditor DoDAAC	___
Other DoDAAC(s)	___

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

AFTC/PZ (Arnold) at (931)454-7806

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

H025 INCORPORATION OF SECTION K (DATE: TBD)

Section K of the solicitation is hereby incorporated by reference.

AEDC H050. RIGHTS IN INFORMATION AND DATA (DATE: TBD)

(a) The Contractor shall transfer ownership to the Government of all technical data, computer software, and computer software documentation as defined in DFARS 252.227-7013 and 252.227-7014, and any and all other data of any description or form, including, but not limited to, all sketches, notebooks, designs, drawings, specifications, blueprints, models, negatives, photographs, findings, memoranda, reports, recommendations, automated data processing equipment (ADPE) programs, as well as all copies of the foregoing, created, produced, developed, delivered, furnished, or provided under this contract, unless otherwise identified by the Contractor pursuant to DFARS 252.227-7017 as being furnished with Government purpose rights, limited rights, or restricted rights under either DFARS 252.227-7013 or DFARS 252.227-7014. Except for technical data, computer software, or computer software documentation identified by the Contractor under DFARS 252.227-7017 as being furnished with Government purpose rights, limited rights, or restricted rights, the Contractor retains no right, title, or interest in and to such data, computer software, and computer software documentation which becomes the property of the Government. This property shall be delivered by the contractor to the Government in accordance with the terms of this contract, upon completion or termination of this contract or when otherwise directed by the Contracting Officer. The Government reserves its right to take delivery of this data, computer software, and computer software documentation via Contract Data Requirements Lists (CDRLs) or as deferred delivery at the point the Government chooses. As owner, the Government may use, reproduce, or disclose the data, computer software, and computer software documentation covered by this clause in any way and for any purpose it may desire with the exception that competition sensitive data, marked as such by the Contractor and so agreed to by the Government, such as personal data on individuals, payroll records, management methodology, and organizational approaches, or data, computer software or computer software documentation identified pursuant to DFARS 252.227-7017, shall not be disclosed outside the Government unless disclosed consistent with the rights identified by the Contractor. The Contractor shall mark the number of this contract on all data, computer software, and computer software documentation delivered hereunder. Any data, computer software, or computer software documentation belonging to third parties and furnished to the Contractor by the Government in performance of this contract shall be treated as property of the Government.

(b) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data furnished by the Government to the Contractor in the performance of this contract shall be used only in connection with the work under this contract and shall be protected by the Contractor from unauthorized use, release, duplication, or disclosure.

(c) The Contractor shall take appropriate measures to ensure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph (b) above, agree to honor the Contractor's commitment and safeguard such information and data (See Section H Clause H115, Organizational Conflict of Interest (DATE: TBD)).

(d) If the Contractor acquires technical or other data, computer software, or computer software documentation necessary for the performance of this contract from any third party through license or otherwise, in addition to providing the Government with rights or title to such data, computer software, or computer software documentation in accordance with subparagraph (a) of this clause, the Contractor shall also obtain all rights necessary to allow such rights in data, computer software, and computer software documentation to be assigned to any successor contractor to this contract.

H100 DIRECTIVE APPLICABILITY (Date: TBD)

(a) The Contractor is required to comply with directives (such as regulations and specifications referenced throughout the contract clauses), special requirements, and the Performance Work Statement (PWS). These are identified as directives in effect on the date of this contract. Should the issuing authority revise or delete any of those directives, this contract shall automatically incorporate the change provided that the change is within the scope of the contract. Should the change impact the estimated cost of the contract, the Contractor shall notify the Contracting Officer pursuant FAR 52.243-2, Changes - Cost Reimbursement, Alternate II (APR 1984), before complying with the change.

(b) "Mandatory Directives." The Contractor shall comply with these directives in the performance of this contract. These directives are cited in the PWS of the contract.

(c) "Guidance Directives." These directives are included in the contract to provide assistance to the Contractor in performing the work. The Contractor is expected to be conversant with these documents.

(d) Mandatory publications cited in the PWS may reference another publication. Compliance with the referenced publication is not mandatory unless that referenced publication is specifically cited as a mandatory publication in the PWS or elsewhere in the contract.

(e) The Contractor shall comply with all approved AEDC Engineering Standards, AEDC Safety, Health, and Environmental (SHE) standards, AEDC Instructions (AEDCI) and AEDC Operating Instructions (AEDCOI) as applicable to each section of the PWS of the contract.

(f) The Contractor shall comply with all Federal, State, and local laws and regulations.

H101 FLEXIBILITY OF WORK FORCE AND RESOURCE EXPENDITURE (Date: TBD)

(a) The estimated costs of labor and material required to perform this contract are allocated to the various Performance Work Statement (PWS) or work breakdown structure (WBS) elements in the amounts set forth in the process identified in the PWS. The Contractor shall report actual consumption of manpower and material in accordance with the process identified in the PWS. The allocations are subject to change within the contract as workloads, priorities, techniques, and requirements change, as follows:

(1) The Contractor may recommend changes. The Contracting Officer may approve such recommendations by unilaterally issuing a new Attachment 1, Workload by WBS, to the contract.

(2) The Contracting Officer may direct changes to the allocations through the workload revision process.

(b) The Contractor shall control the utilization of labor and material in a manner which will assure that performance is accomplished in accordance with the allocations set forth in Attachment 1 to the contract unless otherwise approved by the Contracting Officer.

H102 MULTIPLE EMPLOYER DEFINED BENEFIT PENSION PLAN (Date: TBD)

(a) The Test Operations and Sustainment (TOS) II Contractor will be the sponsor of the AEDC Multiple Employer Defined Benefit Pension Plan (Plan). The Contractor will assume all accumulated prepayment credit liabilities from Contract No. FA9101-15-C-0500 as of 30 June 2024, or the last day of performance on the TOS I contract, whichever is later. Employees of the Contractor and its major subcontractors, who were actively accruing pension plan benefits immediately prior to the start of this contract, will continue to accrue pension benefits under this contract.

(b) The Contractor will be responsible for the financial and administrative obligations related to all other Plan participants. This includes deferred participants and retirees. Once a participant is the responsibility of the Contractor, they will remain the responsibility of the Contractor until all Plan obligations have been paid to the participant.

(c) The Contractor will be responsible for administrative functions that are general in nature (i.e., not tied to a specific population of participants). These responsibilities include, but are not limited to, appointing the Plan trustee, appointing the Plan actuary, determining the Plan's investment strategy (including the hiring of investment advisors if appropriate), obtaining legal advice for the Plan as appropriate, and complying with Government filing and reporting requirements.

(d) The Contractor will individually be responsible for administrative functions that are participant-specific. These responsibilities include, but are not limited to: participant benefit calculations and estimates, participant communications, providing participant data to the Plan actuary, and making timely required Plan contributions as calculated for their specific participant population.

(e) As with any pension plan, participating employers must ensure that they are in compliance with nondiscrimination requirements. The Plan actuary will conduct periodic nondiscrimination testing and work with the Contractor to identify actions (if any) needed to remain in compliance.

H103 MINIMUM WAGE RATES (Date: TBD)

(a) Portions of the work performed in the accomplishment of Attachment TBD, Performance Work Statement, are subject to the terms of the Davis-Bacon Act. The Contracting Officer shall determine whether the Act applies to any specific work efforts.

(b) Portions of the work performed in the accomplishment of Attachment TBD, Performance Work Statement, are subject to the terms of the Service Contract Labor Standards. See Exhibit C for the Collective Bargaining Agreement between National Aerospace Solutions, LLC (NAS) and the Air Engineering Metal Trades Council and Affiliated Unions.

(c) The Contractor agrees to provide to the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.

H104 ADVANCED COST AGREEMENT (Date: TBD)

The following paragraphs establish predetermined reasonableness thresholds or require advance approval of the Contracting Officer for reimbursement of certain costs:

(a) Travel:

(1) Reimbursement for employee travel shall be in accordance with FAR Part 31.

(2) All overseas travel shall be subject to approval by the TOS II Program Manager.

(b) Closeout Liability: Costs incurred by the Contractor as authorized by the Contracting Officer in closing out this contract during successor contract Phase-In and after its completion. Such costs may include cost of performing necessary inventory of Government property and such other reasonable and necessary costs as would be allowable under FAR 52.249-6, Termination (Cost-Reimbursement) (MAY 2004), if the contract were terminated by the Government for its convenience, subject to allotment of funds pursuant to FAR 52.232-22, Limitation of Funds (APR 1984).

(c) Fines and Penalties. The Contractor shall notify the Contracting Officer in writing if a citation is received for which reimbursement may be claimed under FAR 31.205-15, Fines, Penalties, and Mischarging Costs.

(d) Miscellaneous Receipts. Miscellaneous funds received by the Contractor from sources, such as authorized salvage sales, will be handled as directed by the Contracting Officer. The Contractor shall contact the Contracting Officer before salvage sales to ensure that the Contractor does not perform functions considered to be inherently governmental. The Contractor shall then notify the Contracting Officer of the amount of such miscellaneous receipts within 15 days of receipt. This clause is not intended to limit the sources of refunds or credits contemplated by FAR 31.201-5.

(e) General & Administrative (G&A) Cost Ceiling. G&A costs exceeding the following percentage of the cost of the contract, excluding G&A, shall not be allowable under this contract. Note: The Contractor shall include a provision similar to this Section H Clause H104, Advance Cost Agreement (AUG 2014), paragraph (f), in each subcontract providing continuing services at AEDC. A G&A Cost Ceiling includes any home office cost allocated as residual cost, any home office cost allocated as separately allocable cost and any home office cost allocated as bid and proposal cost.

Fiscal Year	Ceiling (To Be Determined)
2024	TBD
2025	TBD
2026	TBD
2027	TBD
2028	TBD
2029	TBD
2030	TBD
2031	TBD
2032	TBD
2033	TBD
2034	TBD
2035	TBD
2036	TBD
2037	TBD

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(f) Annual Funding. The Government typically allots funds to this contract on a fiscal year basis. The use of those funds for labor or services is restricted to the fiscal year against which they are identified. For example, normally the Contractor may not incur labor or services cost against fiscal year 2024 funds after 30 September 2024. Exceptions must be approved by the Contracting Officer.

(g) Prepayment Credit Liabilities. The Contractor will assume all accumulated prepayment credit liabilities from Contract No. FA9101-15-C-0500 as of 1 July 2024.

H105 PERSONNEL LIABILITY (Date: TBD)

(a) The Contractor agrees to accept the transfer of liabilities relating to pension benefits accrued by employees of the incumbent contractor where those employees are hired by the Contractor. This transfer of liabilities also includes deferred participants and participants receiving benefits. The Contractor must provide a plan which assures continued pension coverage with no loss of benefits due to the change in contractors. The plan must be portable, allowing assumption by any future succeeding contractor(s). The Contractor agrees to include this requirement in each subcontract providing continuing services at AEDC. (Reference Section H Clause H102, Multiple Employer Defined Benefit Pension Plan (TBD)).

(b) The Contractor also agrees to accept information from the incumbent contractor on the accrued regular and legacy sick leave balances for employees of the incumbent contractor that the Contractor hires, solely for purpose of calculating pension service dates. The Contractor also shall maintain this information and, if directed by the Government, transfer this information to the successor contractor(s).

H107 PROPOSALS REQUIRED (Date: TBD)

The Government and the Contractor shall annually negotiate the amount of contract resources and their allocation in the format of Attachment 1, Workload by WBS, for the following fiscal year. The Contractor shall, upon request by the Contracting Officer, submit proposals for the contract resources for the applicable fiscal year and their allocation among the elements of the Contractor Performance Work Statement. If agreement is not reached before 1 October of each fiscal year, the Contracting Officer shall issue written instructions specifying the allocations. These instructions shall be at the Contracting Officer's sole discretion. The cost of preparing such proposals shall be a direct cost of this contract.

H108 WORK ADJUSTMENTS (Date: TBD)

The Government contemplates certain adjustments may be required to the work performed within the general scope of the contract. Such adjustments may include substitutions, additions, or deletions of manpower and / or material. Work adjustments shall be made by the issuance of a Change Order or Supplemental Agreement pursuant to the terms of this contract. Such work adjustments shall not affect the applicable fee except as contemplated by Section H Clause H109, Significant Workload Changes (TBD).

H109 SIGNIFICANT WORKLOAD CHANGES (Date: TBD)

Contract adjustments after award of the basic contract involving only material, G&A, travel and consultant costs or 15 percent or less of the estimated labor hours (direct labor-hours including overtime) for a given fiscal year will result in negotiation of a new estimated cost only. Contract adjustments involving more than 15 percent of the estimated labor hours (direct hours including overtime) for a given fiscal year may result in negotiation of a new estimated cost and fee. For purposes of determining the value of the adjustment, the calculation will not include workload designated CPIF or CPFF. The baseline to determine whether a fee adjustment is applicable or not shall be the estimated labor hours for each fiscal year as set forth in the Contractor's Final Proposal Revision or the Government's Most Probable Cost (MPC) labor-hour estimate, whichever is higher. The 15 percent "trigger" (expressed in labor-hours) shall be the estimated labor man-hours for each fiscal year as set forth in the Contractor's Final Proposal Revision or the Government's MPC labor-hour estimate, whichever is higher. The basis for any fee negotiation will be direct labor hours only. Unrealized labor hour reductions resulting from implementation of the Contractor's initiatives or improvements will be considered in calculating the 15 percent trigger. No fee will be attributable to G&A costs or material and purchased services costs.

H110 STANDARD SECURITY MEASURES (Date: TBD)

(a) Contracts or other requirements documents will contain the following standardized security measures. The contractor shall be required to comply with all security directives and other security requirements identified in the respective contracts. These requirements apply to all contractors on Arnold AFB in the performance of their contracts.

(b) Department of Defense (DoD) Credentials: The contractor shall ensure base access and circulation control credentials required for contract performance are obtained for all employees. The contractor shall retrieve all identification media upon completion or termination of the contract and from employees who depart for any reason before the contract expires, e.g., the employee quits, is terminated, retires, etc.

(1) The contractor shall immediately notify the issuing office for an appropriate update in the information system of record when a contractor employee refuses to return issued access media. If a local access credential is not returned, the Installation Commander may consider debarring the individual. All contractor personnel must immediately report a lost or stolen access credential to the local issuing office so the card can be updated as lost/stolen in the system of record.

(c) The contractor shall comply with all installation access requirements as directed in DoDM-5200.08_Volume 3_AFMAN 31-101_Volume 3, Installation Perimeter Access Control, as supplemented, and AAFB 31-101, Integrated Defense Plan. The Arnold Engineering Development Complex Commander (AEDC/CC) reserves the right to refuse entry and/or re-entry of any person to Arnold AFB for just cause to protect personnel, facilities, and property under his/her control when such actions are deemed necessary.

(1) All persons performing on the contract will be required to provide documents to positively prove their identity prior to being vetted for base entry. Identification must be compliant with the REAL ID Act of 2005. Individuals who do not possess a driver's license or identification card compliant with the REAL ID Act and do not possess an acceptable alternate identification credential, must be escorted or denied access.

(d) Freedom of Information Act (FOIA): The contractor shall comply with Freedom of Information Act (FOIA) requirements in accordance with (IAW) DoDM 5400.07, DoD Freedom of Information Act (FOIA) Program. Requests for information received by the contractor and covered by FOIA shall be forwarded to the AEDC FOIA office for processing.

(e) Controlled Unclassified Information (CUI) shall be safeguarded as specified in DoDI 5200.48: Controlled Unclassified Information (CUI). This may include information with legacy For Official Use Only (FOUO) markings, previously protected under DoDM 5200.01-V4, DoD Information Security Program: Controlled Unclassified Information. Sensitive information is information that if lost, misused, compromised or accessed by unauthorized personnel could adversely affect U.S. national interest, the conduct of DoD programs, or the privacy of DoD personnel. It comes in many forms; personal data under the Privacy Act, personnel records, privileged data (chaplain and judge advocate records), investigative data, scientific and technical information (STINFO), export-controlled data (critical technologies), proprietary data, or other CUI data. For general CUI guidance, contact AEDC/ IP at (931) 454-3290.

(1) If access to CUI / Export Control / STINFO information is required, the contractor shall be required to be registered as a certified Government contractor through the Joint Certification Office, Defense Logistics Information Service (DLIS). To request DLIS Certification, submit a DD Form 2345, Militarily Critical Technical Data Agreement, to the DLIS, Battle Creek, MI address indicated at the top of the DD Form 2345 along with a copy of the company's state business license, incorporation certificate, sales tax identification form, or other documentation, which verifies the legitimacy of the company. A copy of the contractor's DD2345, Militarily Critical Technical Data Agreement, must be provided when issued. Except as allowed by DFARS 252.225-7048, Export-Controlled Items, foreign nationals shall not have access to export-controlled information without an export license. All export control laws as stipulated in both Export Administration Regulation and International Traffic in Arms Regulation must be followed without exception. For guidance in applying appropriate export control markings, contact AEDC/XPT at (931) 454-5681.

(2) The contractor must obtain Foreign Disclosure Office (FDO) approval through the Contracting Officer prior to allowing any non-US or unvalidated US Lawful Permanent Resident person's access to CUI or export-controlled information. (Also, see DFARS 252.225-7048, Export-Controlled Items).

(f) Reporting Requirements: Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware that may pose a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed of this requirement by their immediate supervisor upon initial on-base assignment.

(g) Physical Security: The contractor shall be responsible for safeguarding all Government property and controlled forms provided for contractor use. All Government facilities, equipment, and materials shall be secured when unoccupied or not in use.

(h) Computer Security (COMPUSEC)/Automated Information System Requirements: If access to unclassified computer systems is required, the following requirements apply: Users must be a US citizen or receive AEDC or Air Force Materiel Command (AFMC) FDO approval prior to access being granted; requestor must have a favorable National Agency Check with Inquiries (NACI) clearance or an approved Interim Automated Information Systems (AIS) request on file; and requestor must complete the Air Force (AF) Information Assurance (IA) Training. To request access to an unclassified computer system, users must complete a DD2875, System Authorization Access Request. Users bringing portable electronic devices (PEDs) on base and wanting to connect to AEDC computer systems / networks shall comply with AFPD 17-1, Cyberspace, and AFI 17-130 Cybersecurity Program Management, and CJCSI 6510.01, Information Assurance and Support to Computer Network Defense. Employees shall complete any additional computer security training requirements mandated by the host base. (e.g. Cyber Awareness Challenge)

(i) Information Security (INFOSEC): Information, regardless of media, shall be controlled and maintained IAW the National Industrial Security Program Operating Manual (NISPOM) and guidance provided by the Servicing Security Activity (SSA), AEDC/IP.

(j) Privacy Act: Comply with AFI 33-332, Privacy Act Program, when collecting and maintaining information protected by the Privacy Act of 1974, Title 5, U.S.C., Section 552a. Remove or destroy official records only IAW AF Records Information Management System, (AFRIMS) located on the internet at: https://www.my.af.mil/gcssaf61a/afirms/afirms/rds/rds_series.cfm.

(k) Operations Security (OPSEC): Comply with AFPD 10-7, Information Operations; AFI 10-701, Operations Security; DoDM 5220.22, Volume 2, National Industrial Security Program: Industrial Security Procedures for Government Activities, Section 13; and local plans and publications.

(l) Antiterrorism (AT) Training: DoD contractors shall be provided AT information as required by DFARS Clause 252.225-7043, Antiterrorism / Force Protection for Defense Contractors Outside the United States. Level 1 AT Awareness Training shall be provided to all DoD contractor employees.

(m) Contractor Consent to Background Checks: The contractor shall not employ persons to perform under this contract if such employee is deemed or identified as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population; nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as determined through official Government records systems. Checks will be accomplished to verify if a person is wanted by local, state, or federal agencies. All contractor and subcontractor personnel must consent to background checks. Contractor and subcontractor personnel who do not consent to a check will be denied access to the installation. Information required to conduct a check includes full name, driver's license number, and/or social security number, date of birth of the person entering the installation, and completion of a background check questionnaire. The contractor must have this information ready to provide to the Visitor Control Center, if requested.

(1) Contractors must ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the U.S. Persons without proper credentials will be remanded to the appropriate authorities.

(2) The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the contractor from proceeding with the contract as required.

(n) Access to Installation During Force Protection Conditions (FPCONs): Gaining access to the installation during FPCONs will be done IAW the requirements outlined in the local Antiterrorism / Integrated Defense Plan(s). Access may be eliminated or strictly controlled as the FPCON increases.

(o) Property Protection: Property protection for the facility where the contractor's primary work center is located will be the responsibility of the local facility manager and local security manager, or their duly authorized representative IAW AFI 31-101, Integrated Defense, and command / local directives to include AAFB Plan 31-101. The contractor must safeguard all Government-owned equipment and materials in its possession or use.

H111 GOVERNMENT PROPERTY (TBD)

All Government property in the possession of the incumbent contractor and available for performance of this contract on the date immediately preceding the date the Contractor begins performance of this contract will be transferred to this contract (Attachment TBD, Government Furnished Property). The Contractor assumes responsibility and accountability for such property in accordance with FAR 52.245-1, Government Property (SEP 2021).

H112 SUPERVISION OF EMPLOYEES (TBD)

The Government shall not exercise any supervision or control over the Contractor employees or subcontractor employees performing services under this contract. The Contractor's employees shall be accountable not to the Government but solely to the Contractor who in turn is responsible to the Government. However, the Government reserves the right to order the removal from the Government installation of any individual by letter from the AEDC Commander in accordance with applicable law or regulation.

H114 REQUIRED INSURANCE (Date: TBD)

Pursuant to FAR 52.228-7, Insurance -Liability to Third Persons (TBD) (Deviation) paragraph (a)(1), the Contractor shall maintain the following minimum amounts of insurance:

TYPE	AMOUNT
Workers' Compensation & Employer's Liability Insurance	\$100,000
General Liability Insurance (Bodily Injury)	\$500,000 per occurrence
Automobile Liability	\$200,000 per person
	\$500,000 per occurrence for bodily injury
	\$20,000 per occurrence for property damage

H115 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

(a) The purpose of this clause is to ensure that:

(1) In providing services to the Government and its customers under this contract, the Contractor's objectivity and judgment are not biased because of its present, or future, financial, contractual, organizational, or other interests;

(2) The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and resources;

(3) The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary or competition sensitive information belonging to others;

(4) The Contractor ensures no bias or unfair competitive advantage exists while aggressively addressing any perception issue that may arise; and

(5) The contract complies with Section 207 of the Weapon Systems Acquisition Reform Act of 2009, Pub. L. No. 111-23 (May 22, 2009).

(b) Definitions for purposes of this clause:

(1) "Contractor" means the business entity receiving the award of this contract, as well as its parents, affiliates, divisions, subsidiaries and successor entities. The term "affiliates" is defined in FAR 2.101 and 9.403. The term "Contractor" includes the firm, or firms, who were required to sign the contract document (see FAR 4.102). The term Contractor also includes participants in any formal contractor team arrangement as defined in FAR 9.601. Examples of formal Contractor team arrangements include, but are not limited to, partnerships, joint ventures, and alliances. Finally, the term "Contractor" includes the Contractor's subcontractors who

(i) Operate Arnold Engineering and Development Complex (AEDC) test and evaluation facilities, or

(ii) Handle, receive, reduce, interpret, or transmit data obtained, utilized, or produced in conjunction with testing and evaluation or analysis.

(2) "Development" means all efforts taken toward the solution of broadly-defined problems. Development may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(3) "Organizational conflict of interest," or "OCI," means that a relationship or situation exists where an offeror or Contractor (including chief executives and directors, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors where they may be performing services similar to the services provided by the prime) has past, present, or currently planned interests that may directly or indirectly relate to the work to be performed under a Department of Defense (DoD) or other Federal agency contract which

(i) May diminish its capacity to give impartial, technically sound, and objective assistance and advice, or

(ii) May result in it having an unfair competitive advantage. OCI does not include the normal flow of benefits from the performance of the contract.

(4) "OCI mitigation plan" means a plan, submitted in accordance with FAR 9.505, identifying and listing all DoD contracts held by the Contractor, along with all other Federal agency contracts involving aerospace systems, major subsystems, or components thereof. The plan shall contain either an explanation for why the cited work does not create an OCI, or a formal written description of the actions the Contractor has agreed to take to mitigate any actual, potential, or perceived OCIs arising from such contracts. The plan shall also contain a discussion of any Contractor involvement, as either a prime or subcontractor, in competitions for any DoD contract and for contracts with other Federal agencies that involve aerospace systems, major subsystems or components thereof, regardless of the stage of the acquisition. The OCI mitigation plan submitted with the Contractor's proposal will be maintained throughout contract performance and shall be regularly updated by the Contractor to reflect involvement in existing, potential, and new contracts and programs to ensure all actual or perceived OCIs arising during performance of this Test Operations and Sustainment (TOS) II contract are identified and subsequently avoided, neutralized, or mitigated. The Government is responsible for approval and enforcement of the Contractor's plan. While implementation of the mitigation plan rests largely with the Contractor, the Government bears responsibility for ensuring the plan is properly implemented.

(5) "Proprietary information" means all information designated as proprietary in accordance with law and regulation and held in confidence or disclosed under restriction to prevent uncontrolled distribution and unauthorized use. Examples include, but are not limited to, marked information, information submitted in confidence to the Government, limited or restricted data, trade secrets, sensitive financial information, and computer software. Proprietary information may also appear in cost and pricing data or involve classified information. Refer to FAR 3.104-1 for the definition of contractor bid and proposal information requiring protection. Refer to FAR 3.104-4 for disclosure, protection, and marking of contractor bid or proposal information and source selection information.

(i) Proprietary information shall not include information which

(A) Was known to the Contractor prior to its receipt from a company or the Government,

(B) Was independently developed by the Contractor without access to a company's proprietary data,

(C) Is or becomes public knowledge without the fault of the Contractor,

(D) Has been lawfully obtained by the Contractor without restrictions on disclosure from a source other than a company or the Government, or

(E) Is or becomes available to a third party from a company on an unrestricted basis.

(ii) Other limitations set forth in this contract may apply to the use of information and data. The burden of proof as to the applicability of any of the exceptions described in paragraph (b)(5)(i) shall rest on the Contractor.

(6) "System" means a combination of two or more interrelated pieces of equipment (or sets) arranged in a functional package to perform an operational function or to satisfy a requirement. A system can include a grouping of hardware, software, and materials to perform a designated function with specified results. A "major subsystem" means a functional grouping of components that combine to perform a key function within an element such as electrical power, attitude control, sensor imaging, and propulsion. "Component" means any sub-part of a system or major subsystem that performs a specific function, but is not capable of executing the primary function of the system or major subsystem independent of other components. Systems and major subsystems include, but are not limited to, aircraft, missiles, bombs or other weapons, air-breathing engines, liquid and solid propellant rockets, rocket motors, spacecraft, reentry vehicles, satellite mission payloads, solar arrays, and power generating systems. Components include, but are not limited to, electrical harnesses, star trackers, gyroscopes, line replaceable units, linkages, integrated circuits, and bolts.

(7) "Facilities similar to AEDC facilities" includes facilities, commercial or otherwise, that could perform the same or similar testing to that conducted in AEDC facilities. This term cannot be defined with any further specificity given the diversity of testing performed at AEDC and without an understanding of the systems or major subsystems to be tested. Facilities similar to AEDC facilities can be more specifically defined as part of any OCI mitigation plan.

(c) The Government will approve the Contractor's OCI mitigation plan once any actual, potential, or perceived OCIs are adequately mitigated as determined by the Contracting Officer.

(d) Except to the extent required in the performance of this contract according to its terms, the Contractor shall not, during the performance of the contract and for a period of three (3) years following completion of performance thereof, engage as an Original Equipment Manufacturer or as a prime contractor (or subcontractor without an approved OCI mitigation plan) in any design, development, or production of aerospace systems or major subsystems of a type normally developed, tested, or evaluated in AEDC facilities, or facilities similar to AEDC facilities. The Contractor also shall not engage in studies or act as a consultant in those regards during the foregoing timeframe without an approved OCI mitigation plan. These restrictions do not apply to prime contracts or subcontracts for components.

(e) The Contractor may gain access to proprietary information of other companies during contract performance. When the Contractor has access to the proprietary information of other companies, the Contractor must enter into a company-to-company agreement to:

(1) Protect another company's information from unauthorized use or disclosure; and

(2) To refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall furnish these agreements to the Contracting Officer for review and approval. The Contractor is not permitted to use the proprietary information obtained in performing this contract for any other purpose without the prior approval of the Contracting Officer.

(f) The Contractor shall comply with all restrictions described in FAR 9.505. The Contractor must also thoroughly inculcate in its employees, through formal training in company policies and procedures, an awareness of the philosophy of both this clause and FAR Subpart 9.5. All Contractor employees shall be educated in and formally acknowledge the absolute necessity of refraining from divulging proprietary information from other companies received in connection with work under this contract to any unauthorized person.

(g) The Contractor shall require its employees to sign written agreements prohibiting proprietary information disclosure except in accordance with a Government-approved OCI mitigation plan. This written agreement shall be between the Contractor and its employees and shall in substance provide that such employee will not, during their employment by the Contractor or thereafter, disclose to others or use for their own behalf, proprietary information from other companies received in connection with the work under this contract. The agreement shall acknowledge the employee is trained regarding handling proprietary information and discuss penalties for violations.

(h) If the Contractor discovers an actual, potential, or perceived OCI not previously considered and adequately mitigated under this clause and a Government-approved OCI mitigation plan, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take, or actions recommended to be taken by the Government, in order to avoid, neutralize, or mitigate the conflict.

(i) The Contractor shall report any violation or suspected violation of this clause or a Government-approved OCI mitigation plan, whether by its own personnel or those of its subcontractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. The Contractor shall routinely monitor its proposed business development and shall discuss any real or perceived OCI issues with the Contracting Officer and affected AEDC customers to proactively resolve and / or mitigate potential OCI issues. After conducting any necessary discussions, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct such action, subject to the terms of this contract.

(j) OCI violations are a significant contract performance issue. Violations of an OCI mitigation plan or this clause may have consequences such as Award Fee decrements, contract termination, suspension or debarment, or other appropriate remedies or administrative actions.

(k) The Contractor may propose changes to an approved OCI mitigation plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporation by contract modification or written approval of the revised plan by the Contracting Officer.

(l) The Government shall require proper checks and balances in contract performance and minimization of the potential conflicts of interest between this TOS II and Test Services advisory and assistance services (A&AS) efforts. Therefore, a company cannot be a Contractor on the TOS II contract and perform work at AEDC under the Technical and Management Advisory Services (TMAS) or other Test Services A&AS contract(s).

(m) For all other AEDC support contracts, the Government realizes the potential exists for actual or perceived OCIs to develop if the same Contractor performs work on both this TOS II contract and another AEDC contract. To alleviate these concerns, a Contractor performing work in any role on this TOS II contract must have a Government approved OCI mitigation plan prior to performing any work on any other AEDC contract.

(n) The Contractor shall include paragraphs (a) through (l) of this clause in every subcontract, purchase order, or other agreement. Exceptions must be approved in writing by the Contracting Officer.

H117 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES (Date: TBD)

(a) Because the services called for under this contract are of critical importance to the Air Force, the Government reserves the right to take over performance of this contract in the event of a labor strike by the Contractor's employees which impairs the Contractor's ability to satisfactorily perform the contract. In such event, the services shall be performed exclusively by Government employees and not a mix of Government and

nonstriking Contractor employees. Under such circumstances, and at the direction of the Contracting Officer, the Contractor agrees to remove its nonstriking force from the performance site and not to interfere in any way with Government performance. The Contractor further agrees under such circumstances to permit the Government to use any essential Contractor-furnished property. The Government will equitably compensate the Contractor for use of such property.

(b) The Contractor shall not be entitled to payment for any performance period or part thereof during which the Government assumes performance pursuant to this clause. This clause does not limit the Government's rights under any other clause of this contract.

H118 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (Date: TBD)

The Government reserves the right to perform or supplement performance of the contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.

H119 AWARD FEE AND AWARD TERM (Date: TBD)

(a) Award Fee. The Contractor may earn Award Fee on the basis of performance during the evaluation period. The Award Fee is not subject to the allowable cost and payment or termination clauses of this contract (FAR 52.216-7, 52.249-2 and 52.249-6). The Contractor may voucher for the Award Fee immediately upon receipt of the modification authorizing payment of the earned Award Fee amount.

(b) In addition to the Award Fee incentive, the contractor may be awarded up to four 1-year additional Award Term periods of performance for contract years 5, 6, 9 and 10. In order to be awarded the Award Terms for contract years 5 and 6, the first three regular options must be exercised for contract years 2 through 4, and the requirements of the Award Term plan and FAR 17.207(c) must be met. Additionally, the Award Term for contract year 5 must be awarded in order to earn the Award Term for contract year 6. In order to be awarded the Award Terms for contract years 9 and 10, the prior two regular options must be exercised for contract years 7 and 8, and the requirements of the Award Term plan and FAR 17.207(c) must be met. Additionally, the Award Term for contract year 9 must be awarded in order to earn the Award Term for contract year 10. The Award Term evaluation period will commence at the beginning of the Contract Years 3, 4, 7 and 8. The relationship between evaluation Periods and Award term years is as follows:

Evaluation Period	Contract Year
Contract Year 3	Contract Year 5
Contract Year 4	Contract Year 6
Contract Year 7	Contract Year 9
Contract Year 8	Contract Year 10

The Award Term for Contract Year 6 is not awardable if the preceding Award Term for Contract Year 5 is not awarded. The Award Term for Contract Year 10 is not awardable if the preceding Award Term for Contract Year 9 is not awarded. In the event an Award Term is not exercised, only the regular option periods following the Award Term may be exercised, Contract Years 7 / 8 and 11 / 12, respectively.

(c) Award Term Option Exercise.

(1) Award term options earned are to be exercised by unilateral contract modification in accordance with FAR 17.207.

(2) Upon a favorable determination by the Award Term Determining Official, the Contracting Officer shall notify the Contractor by letter of the Government's intent to exercise the Award Term option for the next year of contract performance, subject to availability of funds and contract modification.

(d) Monitoring of Performance. The Contractor's performance will be monitored continually by designated Government Contracting Officer Representatives (CORs) whose findings are reported to the Award Fee / Term Review Board (AF/TRB). The AF/TRB recommends an Award Fee to the Fee / Term Determining Official (F/TDO) who makes the final decision of the Award Fee amount paid and determines if the Award Term criteria for the Award Fee evaluation period (if applicable) have been met.

(e) Award Fee / Term Plan. The evaluation criteria and associated grades are specified in the Award Fee / Term Plan. The evaluation periods with the associated Award Fee pool amounts and performance criteria with associated percentages of available Award Fee are also specified in the Award Fee / Term Plan. The Contractor will be provided the F/TDO-approved Award Fee / Term Plan prior to contract award.

(f) Modification of Award Fee / Term Plan. Unilateral changes may be made to the Award Fee / Term Plan if the Contractor is provided written notification by the Contracting Officer 30 days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(g) Self-Evaluation. The Contractor may schedule a brief oral self-evaluation of its performance with the Contracting Officer within five working days after the end of each Award Fee / Term evaluation period. This self-evaluation shall not exceed 60 minutes in length. A written record of this oral self-evaluation should also be provided. This self-evaluation will be used in the AF/TRB's evaluation of the Contractor's performance during this period.

H120 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (Date: TBD)

The Contractor and the Government agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use ADR techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

H123 ASSOCIATE CONTRACTOR AGREEMENTS (Date: TBD)

(a) The Contractor agrees to cooperate with the AEDC operating and support contractors listed below to ensure the continued successful accomplishment of the overall Complex mission. The Contractor shall negotiate with these associate contractors to develop appropriate Associate Contractor Agreements (ACAs) toward the integrated support, cooperation, exchange and sharing of information essential to successful performance of the individual efforts. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. The Contractor shall not duplicate contracted functions intended by the Air Force to be provided by an associate contractor pursuant to the terms of their contracts.

(b) The Contractor shall take the lead in the negotiation and administration of all ACAs. These agreements shall be finalized within 60 days from the award date of this contract or the various operating and support contracts, whichever is later, and shall be subject to approval by the Contracting Officer. A copy of each agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors. The agreements shall not include any provisions for payments from one contractor to another. Cross-utilization of employees is prohibited without approval of the Contracting Officer. Should the parties fail to finalize an ACA within the time allotted, the differences shall be resolved by the direction of the Contracting Officer.

(c) As a minimum, the ACAs shall:

- (1) identify the associate contractors and their relationships;
- (2) identify the program involved and the relevant Government contracts of the associate contractors;
- (3) describe the associate contractor interfaces by general subject matter;
- (4) specify the categories of information to be exchanged or support to be provided;
- (5) include the expiration date (or event) of the ACA;
- (6) identify potential conflicts between relevant Government contracts and the ACA; and
- (7) include agreements on protection of proprietary data and restrictions on employees.

(d) All costs associated with compliance to this clause are included in the estimated cost of this contract and shall not be the basis for an equitable adjustment. Agreements may be amended as required by the Government during the performance of this contract. If the parties fail to agree upon any amendment or interpretation of existing ACAs, the areas representing disagreements shall be resolved by direction of the Contracting Officer. The Contractor is not relieved of any contract requirement or entitled to any adjustment to the contract terms because of failure to resolve disagreements with an associate contractor.

(e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, not the Government.

(f) The following contractors are associate contractors with whom agreements are required:

Contractor	Address / Program / Contact
TBD	

H124 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (DEVIATION) (Date: TBD)

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

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use-

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute /Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract; and

(3) Earned value management procedures only for discrete projects as directed by the Government.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after-

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning-

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause: TBD (Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause: TBD (Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

H125 CRITICAL KEY PERSONNEL REPLACEMENT (Date: TBD)

Before removing, replacing, or diverting either of the two positions identified below, the Contractor shall notify the Contracting Officer in advance, submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract, and request coordination for this change. Unless coordinated in advance, in writing by the Contracting Officer, should these two positions be removed, replaced, or diverted within the first two years of period of performance, or for a replacement Critical Key Person within two years of being placed in the position, the Contractor's Award Fee may be reduced during the applicable period for each occurrence.

Positions

General Manager - TBD

Deputy General Manager - TBD

H126 STRIKE PLAN (Date: TBD)

The Contractor shall develop and maintain a strike contingency plan that establishes procedures to cope with labor disputes among its workforce. One copy of the Contractor's strike plan shall be provided to the Contracting Officer for acceptance not later than 60 days after contract award. Changes to the plan shall be submitted to the Contracting Officer within 45 days of occurrence.

H127 BASE SUPPORT (Date: TBD)

Base support shall be provided by the Government to the Contractor in accordance with this provision.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support provision, shall be used and managed in accordance with the Government Property clauses.

(b) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(c) The Contractor agrees to immediately report (with a copy to the cognizant ACO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. Facilities shall not be purchased under this provision. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided under this provision (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(d) Following are installations where base support will be provided: AEDC's main Complex at Arnold AFB TN and its geographically separated units (GSUs) at Tunnel 9 at White Oak MD, the National Full-Scale Aerodynamics Complex at Mountain View CA, National Radar Cross Section (RCS) Test Facility (NRTF) at Holloman AFB NM, and Landing Gear Test Facility (LGTf) and Aerospace Vehicle Survivability Facility (AVSF) at Wright Patterson AFB OH.

(e) The Government support to be furnished under this contract is:

- (1) Commercial utilities
- (2) Training which is available only through Government-provided training facilities
- (3) Government Bills of Lading as appropriate
- (4) Facilities and equipment
- (5) Communication services and equipment as appropriate
- (6) Industrial gases, fuels, and lubricating oils
- (7) Instrument calibration which exceeds AEDC Precision Measurement Equipment Laboratory (PMEL) capabilities
- (8) Emergency services

Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this provision.

(f) The Contractor agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through, any Air Force installation where this contract shall be performed.

H128 INVESTIGATIONS (Date: TBD)

If requested by the Contracting Officer, the TOS II Contractor (and its employees acting within their role as TOS II Contractor personnel) shall cooperate as a witness in any investigations conducted by, within, and for AEDC. This includes, but is not limited to, Command Directed Investigations and inquiries, Inspector General investigations, Office of Special Investigations and Security Office investigations, Reports of Survey, Procurement Integrity Act investigations, and investigations pertaining to environmental issues. The Contractor and its employees shall fully cooperate with such investigations and provide any and all requested information pertaining to that investigation to the best of its ability and in accordance with all applicable laws, rules and regulations.

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. Mar 2022

As prescribed in 211.274-6(a)(1), use the following clause:

ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(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 <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

(c) *Unique item identifier.*

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) TBD, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

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