SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO	PAGE 1 OF PAGES 74		
2. CONTRACT NO.	3. SOLICITATION NO. N00019-T48TS	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.

7. ISSUED BY
NAVAL AIR SYSTEMS COMMAND.
BLDG 441
21983 BUNDY ROAD
PATUXENT RIVER MD 20670
CODE N00019
TEL: 301-757-8964
FAX: 301-757-9046

8. ADDRESS OFFER TO (If other than Item 7)
NAVAL AIR SYSTEMS COMMAND.
BLDG 441
21983 BUNDY ROAD
PATUXENT RIVER MD 20670
CODE N00019
TEL: 301-757-8964
FAX: 301-757-9046

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L.% until _____ (Hour) local time _____ (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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	JOAN DEVLIN	301-757-8964	devlinjc@navair.navy.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. [ ]

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) — ITEM

24. ADMINISTERED BY (If other than Item 7) — CODE _____

25. PAYMENT WILL BE MADE BY — CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA (Signature of Contracting Officer)

28. AWARD DATE

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

SECTION A Solicitation/Contract Form

NOTICE: This draft solicitation for the Undergraduate Military Flight Officer Multi-Place Training System (UMFO MPATS) is being released to obtain industry feedback to improve the solicitation quality. The Government's ultimate goal in this draft solicitation is to define requirements using commercial or non-developmental specifications that meet the performance specifications necessary for mission accomplishment, and to encourage competition and innovative technical solutions. Feedback is solicited from potential offerors in the following areas:

The Government desires to meet the requirements of UMFO MPATS by use of commercial items/services (CI) or non-development items (NDI), as defined in Part 2 of the Federal Acquisition Regulation. Contractors are requested to provide information as to the feasibility of CIs and NDIs meeting the requirements of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)" and Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)".

The Government anticipates use of a fixed price type contract. Potential offerors are invited to provide comments concerning the use of a firm-fixed price or fixed-price incentive contract, to include the benefits and liabilities of these contract types. Specifically, potential offerors are asked to comment on the comparative risks involved in using firm-fixed price for the Contractor Logistics Support (CLS) Services vs. an Indefinite Quantity, Indefinite Delivery (IDIQ).

This draft solicitation reflects a five year contract (base year, with four one-year options). The Government is still in the process of determining the actual length of the contract, and is considering contract lengths from five to eight years. Contractors are encouraged to provide comments as to the benefits and liabilities associated with the different contract lengths.

Attention is directed to Section H, paragraphs H.8 and H.9. The purpose of paragraph H.8 is to ensure CLS Services are performed at a level that adequately supports the UMFO training mission. The purpose of paragraph H.9 is to provide an incentive for contractors to control material costs, which are reimbursable under the contract.

Attention should also be direct to Section E, Paragraph E.4. This clause is intended to ensure that the different elements of the training system (i.e., aircraft, Ground Based Training System) not only meet the performance requirements of Attachments 1 and 2, but will function as a total system solution that meets UMFO training needs. Potential offerors are encouraged to review this clause and provide recommendations or alternative provisions that would meet the Government's intentions.

The Statement of Objectives (Attachment 1 to the draft RFP) and Performance Specifications (Attachment 2 to the draft RFP) are provided in a Dynamic Object Oriented Requirements System (DOORS) coordination file. Contractors are requested to provide their comments specific to these attachments by use of the DOORS coordination file. Comments for the remainder of the solicitation may be forwarded as a Microsoft Word attachment. Forward all comments via e-mail to devlinjc@navair.navy.mil.

Comments must be received no later than 2 June 2003.

SECTION B Supplies or Services and Prices

THE PURPOSE OF THIS CONTRACTUAL ACTION IS TO PURCHASE THE UNDERGRDUATE MILITARY FLIGHT OFFICER (UMFO) MULTI-PLACE AIRCRAFT TRAINING SYSTEM (MPATS) WHICH WILL CONSIST OF AIRCRAFT, GROUND BASED TRAINING SYSTEM, AND CURRICULUM. THIS CONTRACTUAL ACTION WILL ALSO PURCHASE CONTRACTOR LOGISTICS SUPPORT SERVICES FOR THE UMFO MPATS.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Each		
	Initial Multi-Place Aircraft FFP - Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS) - Aircraft portion Initial Multi-Place Aircraft.				
				NET AMT	$_____
0002		1.00	Lot		
	Data for CLIN 0001 - UMFO MPATS - Data Data for Initial Multi-Place Aircraft (CLIN 0001) in accordance with Exhibit A.				
				NET AMT	$_____
0003		1.00	Lot		
	Instruction System Development Analysis FFP - UMFO MPATS - Instruction System Development Analysis portion Prepare training system and programatic reports. Submits reports in accordance with Exhibit B.				
				NET AMT	$_____
0004		1.00	Lot		
	Initial Spares FFP - UMFO MPATS - Intial Spares portion. Initial spares for CLIN 0001.				
				NET AMT	$_____

TOTAL FOR BASE YEAR $_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		2.00	Each		
	Multi-Place Aircraft - Option Item FFP - UMFO MPATS - Aircraft portion (Option Item) Multi-Place Aircraft.				
				NET AMT	$_____
0102		1.00	Lot		
	Initial Spares - Option Item FFP - UMFO MPATS - Initial Spares portion (Option Item) Initial spares for CLIN 0101.				
				NET AMT	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		1.00	Lot		
	GBTS - Option Item FFP - UMFO MPATS - Ground Based Trianing System portion (Option Item) Ground Based Training System (GBTS).				
				NET AMT	$_____
0104			Lot		
	Data for CLIN 0103 - UMFO MPATS - Data (Option Item) Data for GBTS (CLIN 0103) in accordance with Exhibit C.				
				NET AMT	$_____

TOTAL FOR FIRST OPTION YEAR $_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		3.00	Each		
	Multi-Place Aircraft - Option Item FFP - UMFO MPATS - Aircraft portion (Option Item) Multi-Place Aircraft.				
				NET AMT	$_____
0202		1.00	Lot		
	GBTS - Option Item FFP - UMFO MPATS - GBTS portion (Option Item) Ground Based Training System (GBTS).				
				NET AMT	$_____

TOTAL FOR SECOND OPTION YEAR $_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		3.00	Each		
	Multi-Place Aircraft - Option Item FFP - UMFO MPTS - Aircraft portion (Option Item) Multi-Place Aircraft.				
				NET AMT	$_____
0302		1.00	Lot		
	Initial Spares FFP - UMFO MPATS - Initial Spares portion (Option Item) Initial Spares for CLIN 0301.				
				NET AMT	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	FFP CLS Support - Option Period - Contractor Logistics Support for the UMFO MPATS (Option Period)				
0303AA	General Logistics Support FFP - General Logistics Support Services for the UMFO MPATS.	12.00	Months		
				NET AMT	$_____
0303AB	Aircraft Support Services FFP - Aircraft Support Services for the UMFO MPATS.	12.00	Months		
				NET AMT	$_____
0303AC	Pilot Support Services FFP - Pilot Support Services for the UMFO MPATS.	12.00	Months		
				NET AMT	$_____
0303AD	GBTS Support FFP - Ground Based Training System Support for the UMFO MPATS.	12.00	Months		
				NET AMT	$_____
0304	T&M CLS Support - Option Period - Conditional Maintenance and Component Maintenance for the UMFO MPATS (Option Period)				
0304AA	Hourly Support T&M - [Offerors shall propose labor categories and hourly rates]		Hours		
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304AB					
	Parts and Materials				
	T&M - Parts and materials as stated in Part B.1, sub-paragraph (e)(6).				
	Total Material $_____				
	Material Handling ____% $_____				
	Total $_____				
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____
0304AC					
	Travel and Per Diem				
	T&M - Travel and per diem as stated in part B.1, sub-paragraph (e)(7).				
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____
0305		1.00	Lot		
	Data for CLINs 0303 and 0304 - Option Item FFP - Data for Contractor Logistics Support services for CLINs 0303 and 0304, in accordance with CDRL Exhibit D (Option Item)				
				NET AMT	$_____
0306			Hours		
	Over and Above Work - Option Period FFP - Engineering/Technical, Surge and Detachment Services for the UMFO MPATS (Option Period). Work will be authorized in accordance with Section H.4.				
				NET AMT	$_____
TOTAL FOR THIRD OPTION YEAR					$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401			Each		
	Multi-Place Aircraft - Option Item FFP - UMFO MPATS - Aircraft portion Multi-Place Aircraft. [Contractor shall propose quantity for this CLIN]				
				NET AMT	$_____
0402		1.00	Lot		
	Initial Spares - Option Item FFP - UMFO MPATS - Initial Spares portion Initial Spares for CLIN 0401.				
				NET AMT	$_____
0403					
	FFP CLS Support - Option Period FFP - Contractor Logistics Support for the UMFO MPATS (Option Period)				
0403AA		12.00	Months		
	General Logistics Support FFP - General Logistics Support Services for the UMFO MPATS.				
				NET AMT	$_____
0403AB		12.00	Months		
	Aircraft Support Services FFP - Aircraft Support Services for UMFO MPATS.				
				NET AMT	$_____
0403AC		12.00	Months		
	Pilot Support Services FFP - Pilot Support Services for the UMFO MPATS.				
				NET AMT	$_____
0403AD		12.00	Months		
	GBTS Support FFP - Ground Based Training System Support for the UMFO MPATS.				
				NET AMT	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	T&M CLS Support - Option Period - Conditional Maintenance and Component Maintenance for the UMFO MPATS (Option Period)				
0404AA	Hourly Support T&M - [Offerors shall propose labor categories and hourly rates]		Hours		
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____
0404AB	Parts and Materials T&M - Parts and materials as stated in Part B.1, sub-paragraphs (e)(6). Total Material $_____ Material Handling _____% $_____ Total $_____				
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____
0404AC	Travel and Per Diem T&M - Travel and per diem as stated in part B.1, sub-paragraph (e)(7).				
				TOTAL ESTIMATED PRICE	$_____
				CEILING PRICE	$_____
0405	Data for CLINs 0403 and 0404 - Option Item FFP - Data for Contractor Logistics Support services for CLINs 0403 and 0404, in accordance with CDRL Exhibit D (Option Item)				
				NET AMT	$_____
0406	Over and Above Work - Option Period FFP - Engineering/Technical, Surge and Detachment Services for the UMFO MPATS (Option Perod). Work will be authorized in accordance with Section H.4.		Hours		
				NET AMT	$_____

TOTAL FOR FOURTH OPTION YEAR $_____

CONTRACT TOTAL $_____

B.1 GENERAL CLIN GUIDANCE:

(NOTE: Throughout this section, the phrase "all costs" and "fully burdened rate" are defined as a costs/rate that includes all direct and indirect costs, including profit, all subcontractor(s) and/or vendor(s) effort and cost of money, if applicable. The quantity of aircraft used for the examples in this clause are for explanatory purposes only, and do not indicate the Government's preference for a specific quantity of aircraft.)

(a) Contract Line Item Number (CLIN) 0003 for instruction system development analysis shall include all costs required to perform the analysis. This CLIN shall also include all costs associated with preparation, review, and submission of the data items required by Contract Data Requirements List (CDRL), Exhibit B.

(b) CLINs 0004, 0102, 0302, and 0402 are for purchase of initial spares. Based upon the quantity of Multi-Place Aircraft (MPAC) to be purchased each year, and in accordance with Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)" and Section C, paragraph C.1, the offeror shall ascertain the quantity of initial spares required to be purchased. The offeror will propose a price for each CLIN which reflects total initial spares required for that CLIN, which is based on the quantity of required MPAC as defined in C.1.

(c) CLINs 0103 and 0202 for Ground Based Training System (GBTS) shall include not only the costs associated with producing and providing the physical components that comprise the GBTS, but also costs associated with defining and providing the training curriculum. A portion of the GBTS will be purchased under CLIN 0103, with the remainder purchased under CLIN 0202. The offeror should determine which portion of the GBTS will be provided in each year based on the proposed Training System, the Integrated Master Schedule, and the funding profile for this requirement.

(d) CLIN 0401 for MPAC requires the quantity to be completed by the offeror. Section B CLINs 0001, 0101, 0201 and 0301, reflect a total quantity of 9 MPAC. The offeror's proposal for CLIN 0401 shall include the quantity required to ensure that the total MPAC purchased under the contract corresponds with the total quantity proposed by the offeror. The Contracting Officer will revise Section F to be consistent with the offeror's proposed Section B at contract award.

(e) Total Contractor Logistics Support (CLS) services will vary from year to year, depending on the delivery schedule for the MPAC and the GBTS. CLS services will begin for each piece of equipment upon its acceptance in accordance with Section E, with the exception of CLINs 0001 and 0101 which will begin with delivery to destination (See Section F, paragraph F.3). The unit prices proposed for each CLIN should reflect the quantity of equipment being supported by CLS. Instructions for pricing of the CLS CLINs are as follows:

(1) Applicable to CLINs 0303AAand 0403AA: Included in the firm-fixed unit price per month is the cost to provide general logistics support services as set forth in Parts 4.2 and 4.6 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Excluded from the monthly unit price and reimbursed under another CLIN are: (i) the costs of hazardous waste containers (Government-owned sites only), (ii) replacement cost of inventory spare parts, and (iii) replacement cost of Government-owned property. The offeror shall provide a single fully burdened price for performing this support effort for a period of one month. The total price shall be developed by multiplying this monthly rate by the number of months of support for the period.

(2) Applicable to CLINs 0303AB and 0403AB: Included in the firm-fixed unit price per month is the cost to provide aircraft support services as set forth in Part 4.7 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Excluded from the unit price and reimbursed under another CLIN are: (i) direct parts and material used for unscheduled, conditional and component maintenance, and (ii) costs associated with individual maintenance actions exceeding 35 manhours. Consumable parts and materials required for preventive maintenance, such as nuts, bolts, rags, oils, safety wire, etc., should be included in the contractors fixed monthly rate. The offeror shall provide a single, fully burdened rate for performing this maintenance effort on all aircraft proposed, for a period of one month. Hours flown per plane shall be based upon the contractor's proposed training solution. The total price shall be developed by multiplying the monthly

rate for all aircraft proposed and available for that period of performance, by the number of months of maintenance for the period.

Example: (16 aircraft proposed x $1,000 burdened rate) = $16,000 monthly rate x 12 months = $192,000.

(3) Applicable to CLINs 0303AC and 0403AC: Included in the firm-fixed unit price per month is the cost to provide pilot support services as set forth in Part 4.8 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". The offeror shall provide a single, fully burdened flight hourly rate for performing the pilot services, for each hour flown. Hours flown shall be based upon the contractor's proposed training solution. The total price shall be developed by multiplying the estimated quantity of flight hours per month by the fully-burdened flight hour rate, then multiplying by the number of months for the performance period.

Example: (500 flight hours x $50 flight hour rate) = $25,000 monthly rate x 12 months = $300,000

(4) Applicable to CLINs 0303AD and 0403AD: Included in the firm-fixed unit price per month is the cost to provide Ground Based Training System (GBTS) support services as set forth in Part 4.9 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Excluded from the fixed monthly unit price and reimbursed under another CLIN are direct parts and material for unscheduled and conditional maintenance. Consumable parts and materials required for preventive maintenance, such as nuts, bolts, rags, oils, safety wire, etc., should be included in the contractors fixed monthly rate. The offeror shall provide a single fully burdened rate for performing this maintenance effort the for a period of one month. The total price shall be developed by multiplying this monthly rate by the number of months of support for the period.

Example: $5,000 monthly rate x 12 months = $60,000.

(5) Applicable to CLINs 0304AA and 0404AA. The Government will reimburse the Contractor for conditional (Parts 4.5.3 and 4.7.3.2) and component (Parts 4.5.4 and 4.7.3.3) maintenance, as defined in the referenced Parts of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". The offeror shall provide a list of labor categories that are anticipated to be required for this effort, with a fully burdened hourly rate for each category. The offerors shall use a Government estimate of _____ total hours in computing their proposal. Based upon the quantity of aircraft proposed and the proposed training profile, the offeror shall distribute the estimated hours between labor categories. The total estimated price shall be developed by multiplying the hours allocated by labor category by the fixed hourly rate, and totaling the amount. The ceiling price shall be the total estimated price increased by 10%.

(6) Applicable to CLINs 0304AB and 0404AB. The Government will reimburse the Contractor for the allowable actual price of direct parts and material, vendor repair services, and attendant shipping costs that are necessary for the performance of unscheduled, conditional or component maintenance. The contractor shall also be reimbursed for replacement cost of inventory spare parts, and replacement cost of Government-owned property. The contractor shall acquire materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials and take all case and trade discounts, rebates, allowances, credits, commissions and other benefits. For parts and materials issued from the prime Contractor's inventory, the actual cost shall normally be that charged the contractor's most favored customer price. For parts and material or services procured from a vendor, the actual cost shall normally be the actual catalog/market price from the vendor plus a reasonable material burden cost by the prime Contractor. Contractor mark-ups are limited to one subcontractor tier only. Fee/Profit is UNALLOWABLE on the actual price of parts and material, services, and shipping costs. Unless other clauses in this contract limit the amount of burden allowed on cost-reimbursable items, the Contractor shall be allowed its normal material burdens in accordance with FAR 52.216-7, "Allowable Cost and Payment", and actual shipping costs. The total estimated price shall be developed by application of the contractor's material handling burden rate to this amount. The ceiling price shall be the total estimated price increased by 10%.

(7) Applicable to CLINs 0304AC and 0404AC. The Government will reimburse the Contractor for travel and per diem costs on the basis of maximum allowable actual costs incurred up to the daily equivalent allowed a Government employee in the Department of Defense (DOD) Civilian Personnel Joint Travel Regulations. Travel and per diem costs incurred in the Contractor-directed replacement of personnel or the attendance of Contractor-directed training courses will not be reimbursed under this CLIN. Contractor personnel shall be authorized Government quarters, when available, while performing official travel. For the purpose of utilizing Government

quarters, Contractor personnel are considered equivalent to a GS-11. Travel and per diem for official business while performing Over-and-Above actions shall be authorized in advance by the Government. The Contractor may include its allowable, allocable, and reasonable charges in accordance with FAR 52.216-7, "Allowable Cost and Payment", for burden on cost-reimbursable travel and per diem costs. Fee/Profit is UNALLOWABLE on the actual cost of reimbursable travel and per diem. A Government estimated amount is provided in Section B, and is considered the total estimated price. The ceiling price shall be the total estimated price increased by 10%.

(8) Applicable to CLINs 0306 and 0406. The Government will reimburse the Contractor for over and above services as set forth in Parts 4.10 and 4.11 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Work will be authorized in accordance with Section H, paragraph H.4. The offeror shall provide a list of labor categories that are anticipated to be required for this effort, with a fully burdened hourly rate for each category. The offerors shall use a Government estimate of _____ total hours in computing their proposal. The total estimated price shall be developed by multiplying the hours allocated by labor category by the fixed hourly rate, and totaling the amount.

B.2 IDENTIFICATION OF LINE ITEM CONTRACT TYPE

The contract type for each contract line item or subline item is as follows:

Item No.	Contract Type
0304, 0404	Time-and-Material
All other CLINs	Firm-Fixed Price

SECTION C Descriptions and Specifications

C.1 WORK STATEMENT

The contractor shall, in conformance with the contract Schedule (Sections B through J), furnish all hardware, software, equipment, materials, personnel, and services necessary to perform the requirements set forth in: Attachment 1, "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)"; Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)"; and Attachment __, [Contractor's Statement of Work], dated_____, as specified below:

CLIN 0001 and OPTION CLINs 0101, 0201, 0301 and 0401 - The Contractor shall produce, test and deliver an initial Multi-Place Aircraft (MPAC) with integrated radar capability, that meets the objectives of Paragraph 3.1 of Attachment 1, "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)". This aircraft shall comply with Parts 3 and 5 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)", as well as Attachment __, [Contractor's Statement of Work], dated_____, paragraphs: *[to be completed at award]*.

CLIN 0002 - The Contractor shall provide technical data for CLIN 0001 in accordance with Contract Data Requirements List (CDRL) Exhibit A.

CLIN 0003 - The Contractor shall perform an instruction systems development analysis that meets the objectives of Paragraph 3.0 of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)". Reports shall be submitted in accordance with MIL-HDBK-29612, as set forth in Attachment ___, [Contractor's Statement of Work], dated_____, paragraphs: *[to be completed at award]*, shall be submitted under the CDRL Exhibit B series. Programmatic level reports required by paragraphs 3.0, 5.3, 6.2, 6.5 and 6.7 of Attachment 1 shall be submitted in accordance with CDRL Exhibit B.

CLIN 0004 and OPTION CLINs 0102, 0302, and 0402 - The contractor is responsible to ensure that an adequate inventory of spare parts is available at the start of CLS for each MPAC. The contractor shall provide one set of initial spares as set forth in Part 5 of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)", and Attachment ____, [Contractor's Statement of Work], dated _____, paragraph: *[to be completed at award]*. This set shall contain all materials and spare parts in the quantities determined to be required for establishing a maintenance capability from the delivery of CLIN 0001 through Initial Operational Capability.

OPTION CLINs 0103 and 0202 - The Contractor shall produce, deliver and install a Ground Based Training System (GBTS) that meets the objectives of Paragraph 3.2 of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)". The GBTS shall comply with Parts 3 and 5 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)" as well as Attachment __, [Contractor's Statement of Work], dated_____, paragraphs: *[to be completed at award]*.

OPTION CLIN 0104 - The Contractor shall provide technical data for CLIN 0103 in accordance with Contract Data Requirements List (CDRL) Exhibit C.

OPTION CLINs 0303, 0304, 0403 and 0404 - The Contractor shall provide logistics support that meets the objectives of Paragraph 5.0 of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)". This CLS shall comply with Part 4 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)" as well as Attachment __, [Contractor's Statement of Work], dated_____, paragraphs: *[to be completed at award]*. This support shall include general logistics support services, maintenance of the multi-place aircraft, pilot services, and maintenance of the GBTS to include updating of the curriculum.

OPTION CLINs 0305 and 0405 - The Contractor shall provide data for CLINs 0303 and 0304 in accordance with the CDRL Exhibit D.

OPTION CLINs 0306 and 0406 - The Contractor shall provide over and above services as set forth in Parts 4.10 and 4.11 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)", as well as Attachment __, [Contractor's Statement of Work], dated_____, paragraphs: *[to be completed at award]*.

(End of clause)

C.2 PLACE OF PERFORMANCE - SERVICES

Training aircraft production and integration shall be performed at *[to be completed at award]*. GBTS production shall be performed at *[to be completed at award]*. The Firm Fixed Price CLS services to be performed herein shall be performed at Naval Air Station, Pensacola, FL. The Time-and-Material CLS services shall be performed at locations as set forth in the authorizing modification.

(End of clause)

C.3 MIL-STD-973 CONFIGURATION CONTROL (SHORT FORM)

(a) Class I and Class II Engineering Change Proposals (ECPs) and all minor, major and critical Requests for Deviation/Waiver affecting an item procured under this contract shall be in accordance with MIL-STD-973 paragraphs 5.4.8 through 5.4.8.4.5.

(b) Preparation for submittal shall be in accordance with Appendix D (ECPs) and Appendix E (Request for Deviation/Waiver). The contractor shall submit one (1) copy of each ECP or Request for Deviation/Waiver to the cognizant Defense Contract Management Area Operations (DCMAO) office for distribution. A second copy of the ECP or Request for Deviation/Waiver, along with DD Form 1998 signed by the cognizant DCMAO Representative (for verification purposes), shall be forwarded to:

Naval Air Systems Command
PMA-273
47123 Buse Road
Patuxent River, MD 20670

(c) It is requested that the contractor forward the information to the _____, either by FAX: _____, or overnight mail. Failure to follow these instructions may delay the review and response process.

(d) For status inquiries phone the _____.

Paragraphs (c) and (d) to be completed at award.

(End of clause)

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9503 MARKING OF WARRANTED ITEMS (MAR 1999) (NAVAIR)

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

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

(1) National stock number or manufacturer's part number.

(2) Serial number or other item identifier (if the warranty applies to uniquely identified items).

(3) Contract number.

(4) Indication that a warranty applies.

(5) Manufacturer or entity (if other than the contractor) providing the warranty.

(6) Date or time when the warranty expires.

(7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

(End of clause)

5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

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

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

(1) Name and business address of contractor.

(2) Contract Number/Delivery/Task order number.

(3) Contract/Delivery/Task order dollar amount.

(4) Whether the contract was competitively or non-competitively awarded;

(5) Name, code and activity of sponsoring individual.

(End of clause)

5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (NAVAIR)

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

(End of clause)

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

(a) Unless otherwise specified by the government, all shipments of materials, supplies and data in the performance of this contract shall be preserved, packaged, packed and prepared for shipment to ensure safe delivery at destination in accordance with the American Society for Testing and Materials Standard and Practice for Commercial Packing D3951-90.

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

[to be completed at award]

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

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

(End of clause)

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999) (NAVAIR)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

(End of clause)

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

E.1 INSPECTION AND ACCEPTANCE OF UNDERGRADUATE MILITARY FLIGHT OFFICER (UMFO) MULTI-PLACE AIRCRAFT TRAINING SYSTEM (MPATS)

(a) Aircraft Portion. Inspection and acceptance for the Multi-Place Aircraft (MPAC), shall be in accordance with Exhibit A, CDRL _____, "Acceptance and Inspection Procedures" to ensure that the MPAC complies with Part 5.0 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Inspection and acceptance shall be performed at a location mutually agreed to by the Government and the contractor. (See paragraph E.4 "Acceptance Under Special Conditions").

(b) Ground Based Training System Portion. Inspection and acceptance of GBTS (CLINs 0103 and 0202) shall be in accordance with Exhibit A, CDRL Exhibit _____, "Acceptance Test Procedures for Ground Based Training System". Inspection and acceptance shall be performed at Naval Air Station, Pensacola, FL. (See paragraph E.4 "Acceptance Under Special Conditions").

(c) Total UMFO MPATS. Inspection and acceptance for the entire UMFO MPATS shall be conducted in accordance with Attachment 3 - " Test and Evaluation Master Plan". This test will be conducted to ensure that the proposed training system, to include Ground Based Training System (CLINs 0103 and 0202) and MPAC (CLINs 0001, 0101, 0201, 0301 and 0401) meet the requirements of Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)" and Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Inspection and Acceptance shall be performed at Naval Air Station, Pensacola, FL (See paragraph E.4 "Acceptance Under Special Conditions").

(End of clause)

E.2 INSPECTION AND ACCEPTANCE OF INITIAL SPARES

Inspection and acceptance for the initial spares (CLINs 0004, 0102, 0302, and 0402) shall be performed at Naval Air Station, Pensacola, FL. Inspection shall be conducted by means of a random inspection to compare spares delivered with the proposed inventory.

(End of clause)

E.3 INSPECTION AND ACCEPTANCE OF DATA

Inspection and Acceptance of Contract Data Requirements shall be in accordance with the Contract Data Requirements List, DD Form 1423. Inspection and acceptance point is at Destination.

(End of clause)

E.4 ACCEPTANCE UNDER SPECIAL CONDITIONS

(a) Although the MPAC (i.e., aircraft) delivered under CLINs 0001, 0101, 0201 and 0301 meet the requirements set forth in Parts 3 and 5 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)", the contractor's responsibility under this contract is not satisfied until testing in accordance with Attachment 3 - " Test and Evaluation Master Plan" indicates that the MPAC function as part of an acceptable training system. Additionally, although the GBTS delivered under CLINs 0103 and 0202 meet the requirements set forth in Parts 3 and 5 of Attachment 2, these items must also be tested in accordance with Attachment 3. Final acceptance for these CLINs cannot be accomplished until successful testing in accordance with Attachment 3, as evidenced by a Recommendation for Fleet Introduction by Commander, Operational Test and Evaluation Force.

(b) Failure of the MPAC and GBTS to successfully function as a training system that meets the requirements of Attachments 1 and 2 would require immediate correction of any deficiencies in accordance with FAR 52.246-2, "Inspection of Supplies - Fixed Price", the Government reserves its right to require delivery of nonconforming items and make an equitable price adjustment to the contract. In addition, the Government reserves all other contract rights and remedies available under the contract.

(c) Upon delivery of aircraft that meet the requirements set forth in Attachment 2, the Government will provisionally accept MPACs delivered under CLINs 0001, 0101, 0201 and 0301, as well as GBTS delivered under CLINS 0103 and 0202. The provisional DD Forms 250 will acknowledge transfer of title for the MPAC and GBTS to the Government, and authorize payment against the CLINs except as stated in paragraph (d) below.

(d) A withhold of ___% shall be applied to the unit price for each provisionally accepted MPAC until successful completion of testing in accordance with Attachment 3. A withhold of ___% shall be applied to the unit price of each provisionally accepted GBTS until successful completion of testing in accordance with Attachment 3. In the event the MPAC and GBTS do not successful meet the testing requirements of Attachment 3, these withholds will be considered the minimum equitable adjustment to the contract for acceptance of nonconforming supplies. However, if the actual cost to the Government to make the supplies conform to all contract requirements are higher, the Government will be entitled to recover the actual cost from the contractor.

(e) Pending successful completion of testing in accordance with Attachment 3, the Contracting Officer shall execute a final DD Form 250 for the above referenced CLINs, authorizing full payment of the unit price.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standards set forth in Part 2 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)".

(End of clause)

5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999) (NAVAIR)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by personnel from Defense Contract Management Agency.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(End of clause)

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

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

(End of clause)

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

For the purpose of FAR 52.232-25, Prompt Payment, paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively forty-five (45) day(s) after the contractor delivered the supplies or performed the services.

(End of clause)

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F.1 PERIOD OF PERFORMANCE

Services required under the contract (CLINs 0303, 0304, 0306, 0403, 0404 and 0406) are effective for a period of 12 months. They begin on the first day of the applicable fiscal year (1 October) and continue through the last day of the fiscal year (30 September).

(End of clause)

F.2 TIME OF DELIVERY (FAR 52.211-8 - JUN 1997) (Applicable to Non-CLS CLINs)

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

REQUIRED DELIVERY SCHEDULE

(1) Delivery of production and supply CLINs shall be in accordance with the following schedule:

CLIN	ITEM	DELIVERY DATE
0001	Initial Multi-Place Aircraft	24 months after contract award
0004	Initial Spares	24 months after contract award
0101	Multi-Place Aircraft - 1 ea 1 ea	18 months from exercise of option 19 months from exercise of option
0102	Initial Spares	18 months from exercise of option
0103	Ground Based Training System	31 March 2007
0201	Multi-Place Aircraft - 1 ea 1 ea 1 ea	18 months from exercise of option 19 months from exercise of option 20 months from exercise of option
0202	Ground Based Training System	31 March 2007
0301	Multi-Place Aircraft - 1 ea 1 ea 1 ea	18 months from exercise of option 19 months from exercise of option 20 months from exercise of option
0302	Initial Spares	18 months from exercise of option
0401	Multi-Place Aircraft	Initial aircraft delivered 18 months from exercise of option; remaining aircraft delivered in intervals of one month each
0402	Initial spares	18 months from exercise of option

(2) Performance of instruction system development analysis (CLIN 0003) shall be completed within 6 months of contract award.

(3) Deliveries and/performance periods for furnishing data required under CLINs 0002, 0003, 0104, 0305 and 0405 shall be in accordance with the applicable CDRLs, Exhibits A, B, C, and D.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

CLIN	ITEM	DELIVERY DATE
0001	Initial Training Aircraft	___ months after contract award
0004	Initial Spares	___ months from exercise of option
0101	Training Aircraft - 1 ea 1 ea	___ months from exercise of option ___ months from exercise of option
0102	Initial Spares	___ months from exercise of option
0103	Ground Based Training System	
0201	Training Aircraft - 1 ea 1 ea 1 ea	___ months from exercise of option ___ months from exercise of option ___ months from exercise of option
0202	Ground Based Training System	
0301	Training Aircraft - 1 ea 1 ea 1 ea	___ months from exercise of option ___ months from exercise of option ___ months from exercise of option
0302	Initial Spares	___ months from exercise of option
0401	Training Aircraft	Initial aircraft delivered ___ months from exercise of option; remaining aircraft delivered in intervals of one month each
0402	Initial spares	___ months from exercise of option

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

F.3 DELIVERY OF INITIAL MULTI-PLACE AIRCRAFT (CLINs 0001 and 0101)

CLINs 0001 and 0101 shall be available for inspection and acceptance testing in accordance with paragraph F.2. Acceptance of the Multi-Place Aircraft (MPAC) shall be made by use of a material inspection and receiving report in accordance with Section E. Physical delivery of the MPAC to destination shall not be made until 1 October 2006. During the period between formal acceptance of CLINs 0001/0101 and formal delivery to destination, the contractor shall be responsible and accountable for the MPAC in accordance with FAR Clause 52.245-2, "Government Property (Fixed-Price Contracts)". Additionally, the provisions of DFARS Clause 252.228-7001, "Ground and Flight Risk" shall not apply to this MPAC until physical delivery to the Government on 1 October 2006.

(End of clause)

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

Technical Data and Information for CLINs 0002, 0003, 0104, 0305, and 0405 shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423 (Exhibits A through E) attached hereto, and the following:

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

(1) PCO, Code AIR-2.3.1.3.

(2) ACO, Code *[to be completed at award]*.

(insert additional code addresses, as necessary)

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

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

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

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

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

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

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G.1 ACCOUNTING AND APPROPRIATION DATA

CLIN	ACRN	APPROPRIATION
[to be completed at award]		

(End of clause)

G.2 INVOICE AND PAYMENT PROCEDURES - TIME-AND-MATERIAL (CLINS 0303 and 0403)

Payment for parts and material is limited to the purchase cost of direct parts and material, vendor repair services, material handling and shipping costs associated with cost reimbursement items as stated in Paragraph B.1(e)(6) of Section B. Parts and material provided by the Contractor as part of a fixed-price CLIN are not reimbursable under these CLINs. In addition to the requirements of Clause 5252.232-9001, "Submission of Invoices (Cost-Reimbursement, Time-and-Materials, Labor-Hour or Fixed Price Incentive)", the Contractor shall provide the following documentation for Parts and Material invoices: a readable copy of the purchase document; a readable copy of the delivery document, and/or a readable copy of the vendor invoice. Payment for travel and per diem is limited to official business shall be authorized in advance by the Government. The invoice must include copies of all receipts. One copy of the SF 1034 voucher shall be forwarded to *[to be completed at award]*.

(End of clause)

5252.232-9512 PAYMENT DEDUCTIONS AND DD FORMS 250 (JUN 1998)

During the preparation of periodic invoices, the contractor shall inquire in writing from the Contracting Officer, or his duly authorized representative, if any deductions for deficient services are applicable for that period. The contractor will receive a written response. When the contractor is informed that performance is deficient in any category, as specified in the Statement of Work, the contractor shall prepare the DD Form 250 reflecting any deductions before submitting it to the cognizant approving authority for acceptance. If the contractor disputes the deduction, the contractor may submit a DD Form 250 for the disputed amount to the Procuring Contracting Officer (PCO) with a copy to the approving authority. The submission shall contain documentation necessary to show why the deduction taken may be incorrect. The PCO shall review the documentation and make a determination. If the PCO concurs with the contractor, the PCO will sign the DD Form 250 and forward to the contractor for distribution. If the PCO does not concur, the contractor will be notified in writing.

(End of clause)

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)

(a) The Contracting Officer has designated *[to be completed at award]* as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: *[to be completed at award]*

(End of clause)

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.

- a consolidated invoice covering all shipments delivered under an individual order.

X - either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(End of clause)

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and two copies, to the Defense Contract Audit Agency at the following address:

[to be completed at award]

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to *[to be completed at award]*. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN).

(2) Subline item number (SLIN).

(3) Accounting Classification Reference Number (ACRN).

(4) Payment terms.

(5) Procuring activity.

(6) Date supplies provided or services performed.

(7) Costs incurred and allowable under the contract.

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

X is required with each invoice submittal.

☐ is required only with the final invoice.

☐ is not required.

(f) A Certificate of Performance

☐ shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999) (NAVAIR)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to Department of the Navy, Naval Air Systems Command, AIR-2.3.1.3.2, Bldg 441, 21983 Bundy Road, Patuxent River, MD 20670-1127.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated _____, make payment of this invoice to (name and address of assignee).

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

(End of clause)

5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) (NAVAIR)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

(End of clause)

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

(End of Clause)

5252.232-9520 TECHNICAL DATA AND INFORMATION, PRICED DATA ITEMS - PAYMENT AUTHORIZED (FEB 1995) (NAVAIR)

All or some of the DD Form 1423, Contract Data Requirements List, have been separately priced in Section B. Payment to the contractor for these separately priced line items is authorized when written destination acceptance is provided, either by a signature in Block 21B of a DD Form 250, Material Inspection and Receiving Report, transmitted by the Procuring Contracting Officer (PCO), or a PCO acceptance letter authorizing payment.

(End of clause)

5252.232-9521 PAYMENT INQUIRIES (AUG 1998) (NAVAIR)

Inquiries regarding payment should be referred to:

[to be completed at contract award]

(End of clause)

5252.242-9511 CONTRACT ADMINISTRATION DATA (MAY 1998) (NAVAIR)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: *[to be completed at award]*

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: *[to be completed at award]*

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command (NAVAIR) shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by NAVAIR, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7104).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

[to be completed at award]

(c) Government Flight Representative (GFR) The contractor is required to comply with the regulations governing flight operations contained in NAVAIRINST 3710.1 series. The GFR is that officer to whom the approving authority has delegated responsibility for approval of contractor flights, procedure, and flight crewmembers. The GFR is responsible for surveillance of all contractor flight operations and approves flight crewmembers, qualification training and the contractor's procedure in accordance with NAVAIRINST 3710.1 series.

(d) Paying Office. The disbursing office which will make payments is designated as follows:

[to be completed at award]

(e) Remittance Address. The address to which payments should be mailed by the Government is:

[to be completed at award]

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

5252.245-9500 Government Property for the Performance of this Contract APR 1998

CLAUSES INCORPORATED BY FULL TEXT

H.1 UNDERGRADUATE MILITARY FLIGHT OFFICER (UMFO) MULTI-PLACE AIRCRAFT TRAINING SYSTEM (MPATS).

The purpose of this contract is to obtain an integrated training solution to produce Military Flight Officers (MFOs) qualified in the fundamentals of aviation navigation and communications, and air-to-air intercept and ground-mapping radar employment. The scope of activities the contractor shall undertake to provide the UMFO MPATS includes all management and technical efforts required to implement, operate, and support a Training System that meets Commander, Naval Air Training (CNATRA) requirements for the Military Flight Officers training program at TRAWING-6 in Pensacola, FL, as expressed in Attachment 1 - "Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Aircraft Training System (UMFO MPATS)", and Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)".

(End of clause)

H.2 FEDERAL AVIATION ADMINISTRATION (FAA) CERTIFICATION REQUIREMENT

The Contractor must demonstrate that his, or his subcontractor's, Aircraft Inspection and Maintenance facilities are certified in accordance with FAA Regulations Part 145 for repair of Class 1 aircraft. If, after contract award, the Contracting Officer discovers that the facilities were not certified at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interest.

(End of clause)

H.3 EXERCISE OF OPTIONS

(a) The Government may, at any time within the period specified below, require the Contractor to furnish the option items listed below for delivery at the time(s), place(s), and price(s), set forth in this contract. Option items shall be exercised, if at all, by written, unilateral contract modification signed by the Contracting Officer, and sent within the option exercise period specified (see Section F, paragraph F.1).

CLINs	Option Exercise Period
0101	1 January 2005 - 30 September 2005
0102	1 January 2005 - 30 September 2005
0103	1 January 2005 - 30 September 2005
0104	1 January 2005 - 30 September 2005
0201	1 January 2006 - 30 September 2006
0202	1 January 2006 - 30 September 2006
0301	1 October 2006 - 30 September 2007
0302	1 October 2006 - 30 September 2007

0303	1 October 2006 - 15 October 2006
0304	1 October 2006 - 15 October 2006
0305	1 October 2006 - 15 October 2006
0306	1 October 2006 - 15 October 2006
0401	1 October 2007 - 30 September 2008
0402	1 October 2007 - 30 September 2008
0403	1 October 2007 - 15 October 2007
0404	1 October 2007 - 15 October 2007
0405	1 October 2007 - 15 October 2007
0406	1 October 2007 - 15 October 2007

(b) The option CLINs 0101, 0102, 0103, and 0104 are independent of each other during the First Option Performance Period (1 October 2004-30 September 2005). The Government may, at its discretion, exercise all of these Option CLINs at one time, or exercise different CLINs at different times throughout the option exercise period.

(c) The option CLINs 0201 and 0202 are independent of each other during the Second Option Performance Period (1 October 2005-30 September 2006). The Government may, at its discretion, exercise both of these Option CLINs at one time, or exercise different CLINs at different times throughout the option exercise period.

(d) The option CLINs 0301 and 0302 are independent of each other during the Third Option Performance Period (1 October 2006-30 September 2007). The Government may, at its discretion, exercise both of these Option CLINs at one time, or exercise different CLINs at different times throughout the option exercise period.

(e) The option CLINs 0401 and 0402 are independent of each other during the Fourth Option Performance Period (1 October 2007-30 September 2008). The Government may, at its discretion, exercise both of these Option CLINs at one time, or exercise different CLINs at different times throughout the option exercise period.

(f) If funds for a Fiscal Year are not available by 01 October of that calendar year, the option exercise date for CLINs 0303, 0304, 0305, 0306, 0403, 0404, 0405 and 0406 may be readdressed based on mutual agreement of the Contractor and the PCO. For example, if funds for Fiscal Year 2007 are not available by 01 October 2006, the option exercise period for CLINs 0303, 0304, 0305 and 0306 may be readdressed.

(End of clause)

H.4 OVER-AND-ABOVE WORK (Applicable to CLINs 0306 and 0406)

The Contractor may be required to perform Engineering and Technical Services work within the general scope of this contract. In accordance with DFARS 252.217-7028, "Over and Above Work", Section I, herein, and subject to funding limitations under the referenced CLINs established in Section B, the following procedures are established:

(a) Authorization to Proceed: The contractor is NOT authorized to proceed with items ordered under CLINs 0306 and 0406 without prior approval from the Contracting Officer. Authorization to proceed will be made by issuance of a contract modification. Verbal authorization may be given in an emergency situation but shall be confirmed by a modification within ten (10) working days from the date of issuance. The contractor shall notify the Contracting Officer if the modification is not received within fifteen (15) working days.

(b) Work Request Procedures.

(1) The contractor shall submit separate Work Requests for work to be performed under CLINs 0306 and 0406. The contractor shall prepare Work Requests in a uniform format acceptable to, and approved by, the Contracting Officer. Each Work Request shall be a stand-alone document serially numbered beginning with the number one. Subsequent changes to Work Requests shall be identified by using the original Work Request number

followed by an alphabetic designator beginning with "A". If more than one change is made, the alphabetic designator shall be consecutive. Work Requests should also contain the following data, if appropriate:

a Aircraft identification
b. Date prepared
c. Work Request number
d. Work Unit Code*
e. How Malfuntioned*
f. When discovered*
g. Action to be taken*
h. Work area
i. Work zone (when applicable)
j. Fuselage/wing station (when applicable)
k. Water line (when applicable)
l. Butt line (when applicable)
m. CLIN/SubCLIN
n. CLIN units
o. Narrative description of defect
p. Proposed man-hours
q. National Stock Number (NSN) (when applicable)
r. Part number and quantity
s. Area affected in inches (when applicable)
t. Proposed corrective action with criteria for performance (i.e., technical publication paragraph)
u. Operations breakdown with number of man-hours per step when proposed man-hours are 8 or more
v. Job standard

*In accordance with appropriate DOD Work Unit Coding Manual

(2) The contractor shall certify on the Work Request that the work is not covered by the basic fixed-price effort. The contractor shall submit the Work Request to the Government Representative. A current balance of the funds shall be maintained by the contractor (by ACRN and CLIN) and provided periodically as requested by the Administrative Contracting Officer (ACO), Procuring Contracting Officer (PCO), or Program Manager (PM), as required.

(3) Negotiation of Work Requests: The contractor shall submit a proposal for the Work Request based on direct ("hands on") labor hours multiplied by the labor rate cited in Section B, for the applicable CLIN. The number of direct ("hands on") labor hours required will be negotiated between the contractor and the Contracting Officer. Direct ("hands on") labor hours are the labor hours performed by personnel actually engaged in the direct performance of work required. Direct labor does not include any labor performed by support or supervisory personnel, such as, but not limited to, timekeepers, payroll clerks, purchasing, material handling, quality control, storing, and issuing personnel. Quality control personnel are those persons who apply standards to finished work or products to determine that finished production work is serviceable in all respects. Proposal preparation costs are unallowable under this CLIN.

(4) Issuance of Work Requests. Upon completion of negotiations, the Contracting Officer will issue a bi-lateral modification to the contract that authorizes performance, and establishes the negotiated amount as a funding ceiling to be expended for the task. Upon receipt of the modification from the Contracting Officer, the contractor shall proceed with performance as provided by the modification and the contract terms. The contractor shall not proceed without a modification. The contractor shall not exceed the funding ceiling of the modification unless and until the Contracting Officer issues an additional modification authorizing this action.

(c) At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or the Contracting Officer may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract. All such changes will be made to the contract by the PCO.

(End of clause)

H.5 TIME-AND-MATERIAL WORK
(Applicable to CLINs 0304 and 0404)

(a) The contractor is authorized to perform conditional and component maintenance/repair as required, in accordance with Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". Approval for conditional maintenance shall be obtained as stated in paragraph 4.7.2.2 of Attachment 2. At the beginning of each month, the ACO shall issue a modification establishing the ceiling price for tasks performed under these CLINs.

(b) At the completion of each conditional/component maintenance task, the contractor shall submit to the COR a maintenance report that will show: the repair required, the work accomplished, hours expended by labor category, materials/parts used, and any travel/per diem. This maintenance form shall be submitted within 3 working days of completion of the work.

(c) At the end of each month, the contractor shall submit to the ACO a maintenance report summary detailing all conditional/component maintenance work completed in that month. The ACO will issue a modification authorizing reimbursement for these expenses, under CLIN 0304 and 0404.

(d) A current balance of the funds available for each T&M CLIN shall be maintained by the contractor (by ACRN and CLIN) and provided periodically as requested by the ACO, PCO, or PMA, as required. In accordance with FAR 52.232-22, Limitation of Funds", the contractor shall notify the ACO whenever the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The Contractor is not obligated to continue performing conditional/ component maintenance if the estimated costs exceed the amounts obligated under CLINs 0304 and 0404. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to CLIN 0304 and 0404.

(End of clause)

H.6 ADDITIONAL INFORMATION WITH RESPECT TO THE "ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES" CLAUSE

(a) In conducting a mishap investigation pursuant to the "Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles" Clause, the Government has unlimited access to the Contractor's facility(ies), records, and personnel pertinent to the mishap.

(b) All mishaps that involve damage to Government property shall be investigated by the Government, unless otherwise directed by the Government. The Contractor shall report aircraft ground mishaps in accordance with the requirements of OPNAVINST 3750.6 series. The Contractor shall report damage to Government property not covered under OPNAVINST 3750.6 series in accordance with OPNAVINST 5100.23 (Series) Chapter 14.

(c) Written reports required above shall be prepared and forwarded to the Naval Air Systems Command Detachment, PMA-273, 47123 Buse Rd, Suite 154, Patuxent River, MD 20670-1627 and the ACO within (7) calendar days, with information copies sent to the following: NAVAIR 2.3.1.3, NAVAIR 5.0.F and the Naval Safety Center. All additional routing required by OPNAVINST 3750.6 series and 5100.23 (Series) Chapter 14 shall be disregarded by the Contractor.

(d) The Contractor recognizes that in performance of this contract it may receive access to privileged information as addressed in OPNAVINST 3750.6 series. The Contractor agrees to use and examine this information exclusively in performance of this contract and to disclose this information to no party outside the Department of the Navy (DON) without a need to know. The Contractor agrees to indoctrinate its personnel who will have access to such information. Contractor personnel shall also be informed that they shall not engage in any other action, venture

or employment wherein this information will be disclosed to or used to the benefit of any party other than the Government party furnishing this information. The Contractor shall also restrict access to privileged information to the minimum number of employees necessary for performance of this contract

(End of clause)

H.7 ENVIRONMENTAL, CHEMICAL, OIL SPILL RESPONSE AND CONTAINMENT

The Contractor shall comply with the requirements set forth under the Code of Federal Regulations, Title 40, Protection of the Environment, and supporting State and local regulations. Incidents less than Title 40 reportable quantities are considered within the management/ containment capability of the originator unless aggravating circumstances exist. Incidents exceeding Title 40 parameters warrant Emergency Spill Response assistance from the supporting Air Station. In all cases, the Contractor is responsible for initial containment, absorption and waste management

(End of clause)

H.8 PERFORMANCE PAYMENT ADJUSTMENTS AND DEDUCTIONS

(a) The contractor shall maintain a Mission Completion Rate (MCR) of at least 95%. MCR is defined in Paragraph 4.7.1.1.1 of Attachment 2 - "Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training System (MPATS)". For the GBTS Aircraft Training Devices, the contractor shall maintain a System Available (SA) of at least 95%. SA is defined in Paragraph 3.3.6.2 of Attachment 2.

(b) The Government will apply reduced payment adjustments for contractor MCR performance, as applicable to the sum of CLIN(s) 0303AB and 0303AC for the Third Option Period, and the sum of CLINs 0403AB and 0403AC for the Fourth Option Period .

Example 1. Contractor payment equals Monthly CLIN Price from Section B if MCR is $\geq$ 95%.
Example 2. Contractor's payment is decreased if MCR is < 95%.
Contractor's Actual MCR = 90%
90% - 95% = -5%
Monthly CLIN Price – (5% x Monthly CLIN Price) = Contractor's Adjusted Payment

(c) The government will apply reduced payment adjustments for contractor SA performance, as applicable to CLIN(s) 0303AD and 0403AD.

Example 1. Contractor payment equals Monthly CLIN price from Section B if SA is $\geq$ 95%.
Example 2. Contractor's payment is decreased if SA is < 95%.
Contractor's Actual SA - 90%
90% - 95% = -5%
Monthly CLIN Price – (5% x Monthly CLIN Price) = Contractor's Adjusted Payment

(End of clause)

H.9 PERFORMANCE BASED CONTRACTING POSITIVE INCENTIVE PROVISION

(a) The contractor is encouraged to use innovative material management procedures, and timely, cost effective repair procedures to minimize the cost to the Government for the reimbursable materials needed to support flight hour and training readiness objectives. Accordingly, the Government will provide incentive payments to the contractor for achieving actual material costs that are lower than the target material costs for Contract Line Items (CLINs) 0304AB and 0404AB.

(b) The incentive payment shall be calculated in accordance with the following formulas:

(1) Estimated Material Costs. The estimated material costs proposed by the contractor in Section B, for CLINS 0304AB and 0404AB shall be used for this factor.

(2) Inflation Factor. The estimated material costs will be adjusted to reflect actual Bureau of Labor Statistics price escalations (±) from the first quarter of the calendar year 2004 to the fourth quarter of each performance period, as combined and published in the DRI/McGraw-Hill, Long-Range Focus, Table Q9, Aircraft Producer Price Index, PPI3721NS, before calculating incentive payment amounts. The Inflation Adjustment shall be computed as follows:

$$\text{Inflation} = \frac{\text{DRI Factor for 4}^{\text{th}}\text{ Qtr of Performance Period}}{\text{DRI Factor for 1}^{\text{st}}\text{ Qtr of CY-04}}$$

(3) Flight Hour Adjustment - The number of flight hours per year will be estimated at the beginning of each performance period, based upon: the number of MPAC in service, the training profile, the estimated number of students anticipated to be trained in that period, and weekend/holiday flights. At the conclusion of the performance period, the actual flight hours flown will be computed. If additional flights were required due to the fault or negligence of the contractor in performance of Contract Support Services (CLS) under the contract, these hours shall be deducted from the actual flight hours flown. The Flight Hour Adjustment will be computed as follows:

$$\text{FH Adjustment} = 1 - \frac{\text{Estimated FH} - \text{Actual FHs Flown}}{\text{Estimated FH}}$$

(4) Material Incentive Payment. Three formulas will be used to compute the material incentive payment for each performance period:

Estimated Material Cost X Inflation Factor X Flight Hour Adjustment = Adjusted Material Estimated Cost

Adjusted Estimated Material Cost - Actual Material Cost = Total Cost Avoidance

Total Cost Avoidance X 20% = Incentive Payment

Example of Material Incentive Payment for the Third Option Performance Period:

Estimates: CLIN 0304AB Material Costs = $1,628,240
Estimated Flight Hours = 615

Actuals: : CLIN 0304AB Material Costs = $1,600,000
Flight Hours = 650

And: The DRI/McGraw-Hill Aircraft PPI3721NS values are 1.331 for first quarter calendar year 2004 and 1.422 for third quarter calendar year 2007

Then: Inflation Factor = $\frac{1.422}{1.331}$

= 1.068

Then: FH Adjustment = $1 - \frac{615 - 650}{615}$

= 1 - (-.0569)
= 1.0569

Then: Material Incentive:

Adjusted Material = $1,628,240 X 1.068 X 1.0569 = $1,837,907
Total Cost Avoidance = $1,837,907 - $1,600,000 = $237,907
Incentive Payment = $237,907 X 20% - $47,581

(c) The maximum incentive amount paid in any given option period shall not exceed $1,000,000. An incentive payment will be calculated at the end of each performance period defined in Section F, based upon the incentive formulas and the data existing at the end of the performance period. The contractor may invoice for 75% of the estimated incentive payment at the end of each performance period. The remaining balance (either positive or negative) will then be invoiced 6 months after the end of the performance period to allow time for final material billing to be accounted for and a final incentive payment to be calculated.

(d) The contractor shall manage the Government-provided inventory of parts and materials in accordance with FAR Clause 52.245-2, "Government Property (Fixed-Price Contract)". Failure to operate in accordance with the Government-approved property management system may result in denial of material incentive payments.

(End of clause)

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998) (NAVAIR)

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

(1) Customer number or Commercial and Government Entity (CAGE) number.

(2) Complete mailing address.

(3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).

(4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

(End of clause)

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994) (NAVAIR)
(Applicable to CLS CLINs only)

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

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

(End of Clause)

5252.219-9500 INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 1999) (NAVAIR)

The contractor has established, in his subcontracting plan, the following goals for awards to small business, small disadvantaged business and women owned business concerns:

a. *[To be completed at award]* percent of the total planned subcontract amount to small business concerns.

b. *[To be completed at award]* percent of the total planned subcontract amount to small business concerns owned and controlled by socially and economically disadvantaged individuals, and

c. *[To be completed at award]* percent of the total planned subcontract amount to women owned business concerns.

(End of clause)

5252.223-9500 ENVIRONMENTAL CONTROLS (JAN 1991) (NAVAIR)

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the contractor's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

(End of clause)

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NOV 1999) (NAVAIR)

(a) The contractor shall forward a Material Safety Data Sheet (MSDS) being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract, to the following:

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received with an attached copy of the MSDS, the Government has the right to refuse receipt.

(End of clause)

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (OCT 2002) (NAVAIR)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

NAVAIR

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at:

https://projectgoldenwing.navair.navy.mil/index.cfm?fuseaction=styleguide

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, *prior to exercise of any of the rights granted under this clause*, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

(End of Clause)

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO"GROUND AND FLIGHT RISK" CLAUSE (DEC 1991) (NAVAIR)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be_____, located at _____. *[to be completed at award]*

(End of clause)

5252.228-9501 LIABILITY INSURANCE (MAR 1999) (NAVAIR)

The following types of insurance are required in accordance with the clause entitled, "Insurance - Work on a Government Installation", and shall be maintained in the minimum amounts shown:

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

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

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

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

(End of clause)

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000) (NAVAIR)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per

Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

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

(End of clause)

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (NAVAIR)

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

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

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

Naval Air Systems Command
AIR-2.3.1.3.2, Bldg. 441
21983 Bundy Road
Patuxent River, MD 20670-1127
(301) 757-8964

(End of clause)

5252.246-9522 DESIGN RESPONSIBILITY (DEC 1998) (NAVAIR)

In releasing any data, including drawings, the Government accepts no responsibility for the item meeting the design, performance, and integration requirements of this contract.

(End of clause)

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-10	Incentive Subcontracting Program	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	DEC 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	MAR 2002
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-23	Limitation Of Liability	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997

52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	OCT 2001
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7003	Information For Duty-Free Entry Evaluation	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data - Commercial Items	NOV 1995
252.225-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7001	Ground And Flight Risk	SEP 1996
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.234-7001	Earned Value Management System	MAR 1998
252.242-7000	Postaward Conference	DEC 1991

252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7006	Cost/Schedule Status Reports Plans	MAR 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far
http://www.acq.osd.mil/dp/dars/dfars.html

The following clauses, set forth in Section I, are applicable only to the services provided by Contractor Logistics Support required under this contract:

52.215-6	52.237-1
52.222-3	52.237-2
52.222-41	52.243-1
52.222-42	52.246-25
52.222-43	252.217-7028
52.228-5	252.222-7000

The following clauses, set forth in Section I, are applicable only to the time-and-material efforts under this contract:

52.216-7	52.242-3
52.222-2	52.242-4
52.228-7	52.243-3
52.232-7	52.246-6
52.232-22	52.247-67
52.242-1	52.249-14

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document,

unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within two months of the expiration of the contract term.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time period set forth in Paragraph H.7; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the Period of Performance set forth in Paragraph F.1.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

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

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

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

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

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

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

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

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

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____ ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of this contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

* If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

None

(End of Clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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

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

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

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

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

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

Technical data to be Furnished with Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/

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

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

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

\4/ Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

Contract No.

Contractor Name

Contractor Address

Expiration Date

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

(End of legend)

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

Limited Rights

Contract No.

Contractor Name

Contractor Address

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

(End of legend)

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

EXHIBITS

CDRL A Series - *[CDRLs for CLIN 0001 - Initial Multi-Place Aircraft]*

CDRL B Series - *[CDRLs for CLIN 0003 - Instructional System Development Analysis]*

CDRL C Series - *[CDRLs for CLIN 0008 - GBTS]*

CDRL D Series - *[CDRLS for CLS]*

ATTACHMENTS

Attachment No.	Title and Revision of Date of Issue
Attachment 1	Statement of Objectives for the Undergraduate Military Flight Officer Multi-Place Training System (UMFO MPTS)
Attachment 2	Performance Specification for the Undergraduate Military Flight Officer (UMFO) Multi-Place Aircraft Training system (MPATS)
Attachment 3	Statement of Work *(to be provided by offeror and incorporated at time of contract award)*
Attachment 4	Test and Evaluation Master Plan *(to be provided with final RFP)*
Attachment 5	Department of Labor Wage Determination *(requested - not yet received)*
Attachment 6	Base Support Agreement between NAVAIR and Naval Air Station, Pensacola, FL *(to be incorporated at time of contract award)*
Attachment 7	Transition Plan *(to be provided by offeror and incorporated at time of contract award)*
Attachment 8	Performance Based Payment Plan *(to be provided by offeror and incorporated at time of contract award)*
Attachment 9	Past Performance Questionnaire *(to be provided with final RFP)*