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|--|--|-------------------|--|---|--|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE See Block #2 | | PAGE OF PAGES 1 of 23 | |
| 2. AMENDMENT/MODIFICATION NO. 0006 | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY 836 AESG/SYKA USAF/AFMC AERONAUTICAL SYSTEMS CENTER (ASC) 2530 LOOP ROAD W, BLDG 560, RM 159 WRIGHT-PATTERSON AFB OH 45433-7101 BRIAN C. WALTERS 937.255.9494 BRIAN.WALTERS@WPafb.AF.MIL | | CODE FA8625 | | 7. ADMINISTERED BY (If other than Item 6) CODE | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (X) | | | |
| | | | | 9A. AMENDMENT OF SOLICITATION NO. FA8625-07-R-6470 | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| (X) | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: KC-X RFP AMENDMENT 0006 CONTRACTING OFFICER: BARBARA G. GEHRS (937) 255-9382 EMAIL: barbara.gehrs@wpafb.af.mil | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print). | | | | 16A. NAME AND TITLE OF SIGNER (Type or print) | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | | | |

SCHEDULE OF CHANGES

1. This RFP amendment is issued to provide updated RFP information in support of the RFP FA8625-07-R-6470 dated 30 January 2007; Amendment 0001, dated 23 Feb 07; Amendment 0002, dated 28 Feb 07; Amendment 0003 dated 21 March 2007; Amendment 0004 dated 06 June 2007; and Amendment 0005 dated 26 October 2007.

2. As a result of this amendment, proposal receipt date is hereby extended to 1 October 2008. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by completing Items 8 and 15, and returning 1 copy of the amendment.

3. The Contracting Officer for this effort is changing, therefore, wherever the RFP identifies Sandra Palmatier as the Contracting Officer replace the name throughout with Barbara Gehrs, phone number (937) 255-9382.

4. The RFP identified in paragraph 1 above is specifically amended as follows:

a. The following clauses are deleted from Section B:

B055 IMPLEMENTATION OF LIMITATION OF FUNDS - ALTERNATE (Mar 2006)

(a) The sum allotted to this contract and available for payment of costs under TBD Gov (insert contract line items) through TBD Gov (insert date) in accordance with the clause in Section I entitled "Limitation of Funds" is \$\$ TBD Gov (insert dollar amount).

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of TBD Offeror (insert dollar amount) is obligated for payment of fee for work completed under CLINs TBD Gov (insert contract line items).

<end of clause>

b. The following clauses are deleted from Section D:

(1) AFMC 5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (Sep 1998)

(2) AFMC 5352.247-9010 ENGINEERED OR SPECIALIZED CONTAINERS (AFMC) (Aug 2002)

Para (a). Current edition. '1D(1)'

Para (a). Current edition. 'A'

Para (c). Current edition. 'A'

(3) AFMC 5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (Sep 1998)

(4) AFMC 5352.247-9013 PACKAGING DATA (AFMC) (Aug 2002)

Current edition. 'D(1)'

Current edition. 'B'

Current edition. 'B'

c. The following clause is added to Section E:

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (Mar 2008)

d. The following clause is deleted from Section E:

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (Mar 2003)

e. The following clause is added to Section F:

FAR 52.242-17 GOVERNMENT DELAY OF WORK (Apr 1984)

SCHEDULE OF CHANGES

f. The following clauses are deleted from Section F:
FAR 52.242-16 STOP-WORK ORDER -- FACILITIES (Aug 1989)

FAR 52.242-17 GOVERNMENT DELAY OF WORK (Apr 1984)

g. The following clauses are added to Section G:

(1) G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (Dec 2007)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to AFMCLO/JAZ

Bldg 11

2240 B Street

Wright-Patterson AFB, OH 45433-7109 (insert address of local legal office)

The AFMCLO/JAZ (insert office symbol of patent administrator) patent administrator can be reached at 37-255-5055 ext 261. (insert telephone number of patent administrator)

This notice also constitutes a request (see FAR 52.227-11 or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

<end of clause>

(2) 653 AEES/G001 BILLING INSTRUCTIONS (NOV 2007) (Jul 2008)

All vouchers and invoices submitted for payment to DFAS shall include payment breakdowns by appropriation and ACRN. Cost vouchers will include backup documentation, a list of cost CLINs and amounts billed to date for each CLIN. On each electronic voucher the contractor shall provide separate subtotals to show the amount work charged to each CLIN and SUBCLIN/SUBLINE (to include ACRN). This will ensure the correct CLIN/SUBCLIN/SUBLINE and ACRN are charged.

<end of clause>

h. The following clause is deleted from Section G:

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (Sep 1999)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to

AFMCLO/JAZ

Bldg 11

2240 B Street

Wright-Patterson AFB, OH 45433-7109

The AFMCLO/JAZ patent administrator can be reached at 937-255-5055 ext 261.

This notice also constitutes a request (see FAR 52.227-12(f)(10), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

<end of clause>

i. The following clause is added to Section H:

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (Apr 2008)

(a) In the performance of this contract, the Contractor shall use-

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

SCHEDULE OF CHANGES

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

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

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

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

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause: _____ (Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause: _____

SCHEDULE OF CHANGES

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

<end of clause>

j. The following clauses are incorporated in Section H:

(1) 653 AESS/H015 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION (Feb 2003)

The Contractor must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Contractor shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the buyer at the issuing office indicated on the cover of this document within 45 days after contract award. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. The DD Form 1494 will be routed through the Administrative Activity Quality Control Office indicated on the cover of the form in accordance with AFI 33-118. Upon verification of frequency requirements, the Contractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request" to the person and address specified above. Instructions for preparing an SFAF are contained in AFI 33-118. Attention is directed to DFARS 252.235-7003, Frequency Authorization.

<end of clause>

(2) 653 AESS/H020 ENGLISH LANGUAGE REQUIREMENTS (Oct 2007)

All deliverable documents will be in the English language. An English language speaking person shall be provided during in-plant visits, inspections, reviews, audits, and other similar activities to facilitate communications and ensure mutual understanding.

<end of clause>

k. The following clauses are added to Section I:

(1) FAR 52.203-03 GRATUITIES (Apr 1984)

(2) FAR 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sep 2006)

(3) FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)

(4) FAR 52.204-07 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

(5) FAR 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Sep 2007)

(6) FAR 52.216-07 ALLOWABLE COST AND PAYMENT (Dec 2002)

(7) FAR 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (Apr 2008) - ALTERNATE II (Oct 2001)

(8) FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (Apr 2008)

(9) FAR 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (Feb 2008)

SCHEDULE OF CHANGES

- (10) FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (Dec 1996)
- (11) FAR 52.222-26 EQUAL OPPORTUNITY (Mar 2007)
- (12) FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (Sep 2006)
- (13) FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (Sep 2006)
- (14) FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (Aug 2007)
- (15) FAR 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (May 2008)
para (b)(2), Agency Procedures '516th AESW/EN'
- (16) FAR 52.223-10 WASTE REDUCTION PROGRAM (Aug 2000)
- (17) FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Jun 2008)
- (18) FAR 52.227-01 AUTHORIZATION AND CONSENT (Dec 2007)
- (19) FAR 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Dec 2007)
- (20) FAR 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (Dec 2007)
- (21) FAR 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Mar 2008)
- (22) FAR 52.232-17 INTEREST (Jun 1996)
- (23) FAR 52.232-20 LIMITATION OF COST (Apr 1984)
- (24) FAR 52.232-22 LIMITATION OF FUNDS (Apr 1984)
- (25) FAR 52.232-23 ASSIGNMENT OF CLAIMS (Jan 1986)
- (26) FAR 52.232-23 ASSIGNMENT OF CLAIMS (Jan 1986) - ALTERNATE I (Apr 1984)
- (27) FAR 52.243-02 CHANGES -- COST-REIMBURSEMENT (Aug 1987)
- (28) FAR 52.243-02 CHANGES -- COST-REIMBURSEMENT (Aug 1987) - ALTERNATE II (Apr 1984)
- (29) FAR 52.243-02 CHANGES -- COST-REIMBURSEMENT (Aug 1987) - ALTERNATE V (Apr 1984)
- (30) FAR 52.244-02 SUBCONTRACTS (Jun 2007)
Para (d), approval required on subcontracts: 'Any'
Para (j), Insert subcontracts evaluated during negotiations. 'TBD Offeror'
- (31) FAR 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (Mar 2007)
- (32) FAR 52.245-01 GOVERNMENT PROPERTY (Jun 2007)

SCHEDULE OF CHANGES

- (33) FAR 52.245-09 USE AND CHARGES (Jun 2007)
- (34) FAR 52.249-14 EXCUSABLE DELAYS (Apr 1984)
- (35) FAR 52.251-01 GOVERNMENT SUPPLY SOURCES (Apr 1984)
- (36) DFARS 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (Sep 2007)
- (37) DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (Jun 2005)
Para (c)(1)(ii). Items with acquisition cost less than \$5,000. 'TBD Offeror'
Para (c)(1)(iii). Attachment Nr. 'TBD Offeror'
- (38) DFARS 252.211-7007 ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (Sep 2007)
Para (b)(2)(ii). Exhibit, Line Item, Item Description. '?????'
- (39) DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (May 2008)
- (40) DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Apr 2007)
- (41) DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Apr 2007)
- (42) DFARS 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (May 2007)
- (43) DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (May 2007)
- (44) DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Mar 2008)
- (45) DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (Mar 2008)
- (46) DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (Jun 2004)
- (47) DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (May 2002)
- (48) AF 5352.242-9001 COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (Aug 2004)
- (49) FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Apr 2008)
This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

<end of clause>

I. The following clause is changed in Section I:
AF 5352.201-9101 OMBUDSMAN (Aug 2005)
Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses. 'Karen E. Emery
ASC/CS, Deputy Chief of Staff

SCHEDULE OF CHANGES

1865 4th St, Bldg 14
Wright-Patterson AFB, OH 45433
karen.emery@wpafb.af.mil
Voice: DSN 986-4803, Comm 937-656-4803
Fax: DSN 674-8210, Comm 937-904-8210

m. The following clauses are deleted from Section I:

- (1) FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2005)
- (2) FAR 52.204-07 CENTRAL CONTRACTOR REGISTRATION (Jul 2006)
- (3) FAR 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Nov 2006)
- (4) FAR 52.208-08 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Apr 2002)
- (5) FAR 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (Jun 1999) - ALTERNATE I (Jan 1997)
- (6) FAR 52.216-14 ALLOWABLE COST AND PAYMENT -- FACILITIES USE (Apr 1984)
- (7) FAR 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (Sep 2006) - ALTERNATE II (Oct 2001)
- (8) FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-- DISADVANTAGED STATUS AND REPORTING (Oct 1999)
- (9) FAR 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (Jan 2006)
- (10) FAR 52.222-26 EQUAL OPPORTUNITY (Apr 2002)
- (11) FAR 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (Aug 2000)
para (b)(2), Agency Procedures '516th AESW/EN'
- (12) FAR 52.223-10 WASTE REDUCTION PROGRAM (Aug 2000)
- (13) FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Feb 2006)
- (14) FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (Feb 2000)
- (15) FAR 52.227-01 AUTHORIZATION AND CONSENT (Jul 1995)
- (16) FAR 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Aug 1996)
- (17) FAR 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (Apr 1984)
- (18) FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (Apr 2003)
Para (c), Agency name 'United States Department of the Air Force'

SCHEDULE OF CHANGES

- Para (g), Agency name 'United States Department of the Air Force'
Para (g), Agency name 'United States Department of the Air Force'
Para (g), Agency name 'United States Department of the Air Force'
- (19) FAR 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Apr 2005)
- (20) FAR 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)
- (21) FAR 52.232-20 LIMITATION OF COST (Apr 1984)
- (22) FAR 52.232-22 LIMITATION OF FUNDS (Apr 1984)
- (23) FAR 52.243-02 CHANGES -- COST-REIMBURSEMENT (Aug 1987) - ALTERNATE IV (Apr 1984)
- (24) FAR 52.244-02 SUBCONTRACTS (Aug 1998)
Para (e), approval required on subcontracts to: 'Any'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD Offeror'
- (25) FAR 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (Sep 2006)
- (26) FAR 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (May 2004)
- (27) FAR 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (May 2004)
- (28) FAR 52.245-08 LIABILITY FOR THE FACILITIES (DEVIATION) (Jan 1997)
- (29) FAR 52.245-09 USE AND CHARGES (Aug 2005)
- (30) FAR 52.245-11 GOVERNMENT PROPERTY (FACILITIES USE) (Apr 1984)
- (31) FAR 52.245-16 FACILITIES EQUIPMENT MODERNIZATION (Apr 1985)
- (32) FAR 52.249-13 FAILURE TO PERFORM (Apr 1984)
- (33) FAR 52.249-14 EXCUSABLE DELAYS (Apr 1984)
- (34) FAR 52.251-01 GOVERNMENT SUPPLY SOURCES (Apr 1984) - ALTERNATE I (Apr 1984)
- (35) DFARS 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (Dec 1991)
- (36) DFARS 252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (Nov 2003)
- (37) DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (Dec 1991)
Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): 'TBD Offeror'
- (38) DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (Jun 2005)
Para (c)(1)(ii). Items with acquisition cost less than \$5,000. 'TBD Offeror'
Para (c)(1)(iii). Attachment Nr. 'TBD Offeror'

SCHEDULE OF CHANGES

(39) DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Apr 1996)

(40) DFARS 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Jun 1997)

(41) DFARS 252.223-7001 HAZARD WARNING LABELS (Dec 1991)

(42) DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (May 1994)

(43) DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE -- AMMUNITION AND EXPLOSIVES (Dec 1991)

(44) DFARS 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (Dec 2006)

(45) DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (Dec 2006)

(46) DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Jan 2007)

(47) DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Jun 2005)

(48) DFARS 252.228-7003 CAPTURE AND DETENTION (Dec 1991)

(49) DFARS 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (Dec 1998)

(50) DFARS 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (Jun 1997)

(51) DFARS 252.229-7001 TAX RELIEF (Jun 1997)

(52) DFARS 252.229-7001 TAX RELIEF (Jun 1997) - ALTERNATE I (Jun 1997)

(53) DFARS 252.229-7002 CUSTOMS EXEMPTIONS (GERMANY) (Jun 1997)

(54) DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (Jan 2002)
Para (b)(1)(iii), Fiscal code for military activity w/in Italy. '91000190933'

(55) DFARS 252.229-7004 STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (Jun 1997)
Para (g), Amount at time of award is 'TBD Offeror'

(56) DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (May 2006)

(57) DFARS 252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Dec 2003)

(58) DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)

(59) DFARS 252.235-7003 FREQUENCY AUTHORIZATION (Dec 1991)

(60) DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (Jun 2004)

(61) DFARS 252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (Mar 2005)
Para (f), Subcontractors selected for application of EVMS: 'TBD Offeror'

(62) DFARS 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (May 1994)

(63) DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (May 2002)

(64) FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Sep 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

<end of clause>

(65) DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (May 2006)

(a) Contract line item(s) TBD Gov (First CLIN that is incrementally funded) through TBD Gov (Last CLIN that is incrementally funded) are incrementally funded. For these item (s), the sum of TBD Gov (Available dollars to be inserted after negotiation) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in

SCHEDULE OF CHANGES

paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

| | |
|---|--|
| On execution of contract | TBD Gov (Insert funds allotted on execution of the contract) |
| TBD Gov (Insert first date that more funds will be allotted) | TBD Gov (Insert funds allotted for first date) |
| TBD Gov (Insert second date that more funds will be allotted) | TBD Gov (Insert funds allotted for second date) |
| TBD Gov (Insert third date that more funds will be allotted) | TBD Gov (Insert funds allotted for third date) |

<end of clause>

(66) AF 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL-AFRL (Aug 2004)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").

SCHEDULE OF CHANGES

(2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.

(3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

<end of clause>

n. The following clause is changed in Section I:

I001 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION 2008-O0002) (Jan 2008)

(a) Definitions. As used in this clause-

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium."

(2) "Specialty metal" means-

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of-

SCHEDULE OF CHANGES

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

Alternate I (DEVIATION 2008-O0002)

As prescribed in 225.700X-5(b), substitute the following paragraphs (a) and (b) for paragraphs (a) and (b) of the basic clause and add the following paragraphs (c) and (d) to the basic clause:

(a) Definitions. As used in this clause-

(1) "Assembly" means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.

(2) "Commercial derivative military article" means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

(3) "Commercially available off-the-shelf item"-

(i) Means any item of supply that is-

(A) A commercial item;

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App 1702), such as agricultural products and petroleum products.

(4) "Component" means any item supplied to the Government as part of an end item or of another component.

(5) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

(6) "End item" means the final production product when assembled or completed, and ready for issue, delivery, or deployment.

SCHEDULE OF CHANGES

(7) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium."

(8) "Qualifying country" means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) "Required form" means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of-

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) "Specialty metal" means-

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of-

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(11) "Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for-

(1) Electronic components;

(2) (i) Commercially available off-the-shelf (COTS) items; other than-

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be "offered without modification" as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

SCHEDULE OF CHANGES

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft.)

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in-

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) (1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if-

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable).

The offeror () certifies

o does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

SCHEDULE OF CHANGES

(i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

o. SECTION J - LIST OF ATTACHMENTS:

(1) Attachment 1, Systems Requirements Document (SRD), dated 15 Mar 07, is revised. Revision 1 is provided to incorporate changes to: 3.2.1.1.1.1, Figure 3-1, and 3.2.1.1.1.2 are revised. Changes pages are provided at Attachment 4 of the cover letter.

(2) Attachment 2, Statement of Objective/Work for KC-X Program Systems Development and Demonstration (SDD), dated 23 Jan 07, is revised by Attachment 2, Revision 1, dated 27 Feb 07. Specifically, paragraph 2.A.

(3) Attachment 16, Section L, Attachment 1, Section L-M Correlation Matrix is replaced in its entirety.

(4) Attachment 30, Section L Attachment 15, O&S Data Form, dated 29 Jan 2007 is replaced in its entirety by Attachment 30, Section L Attachment 15, O&S Data Form, dated 29 Jan 2007, Revision 1. **Attachment to be supplied at a future date.** The revision is provided at Attachment 7 to this amendment cover letter.

(5) Attachment 38, Section L Attachment 23, Requirements Allocation Table, dated 25 Jan 07 has been updated to identify changes as a result of this amendment, specifically the Systems Requirements Document. The revision is provided at Attachment 8 to this amendment cover letter.

p. SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(1) 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998) is being updated to incorporate additional Non-Government advisors as listed below:

BAI
BAI INC.
Compass Inc.
CLR
IDA
Kepler Research

SCHEDULE OF CHANGES

NOTE: Any objections to disclosure shall be provided in writing to the contracting officer within 10 days of Amendment 0006 issuance to include a detailed statement of the basis for the objection in accordance with 5352.215-9007.

(2) The following clauses are added to Section K:

(a) FAR 52.223-04 RECOVERED MATERIAL CERTIFICATION (May 2008)

(b) DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Oct 2006)

(c) DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (Dec 2006)

(d) DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (Aug 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

<end of clause>

(e) AFMC 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (Nov 2007)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)
Alion Science & Technology
ARINC, Inc
BAI
BAI Inc.
Booz Allen Hamilton Inc.
CLR
Compass Inc.
Dynamics Research Corporation
HJ Ford
IDA
Lockheed Martin Gov't Services, Inc
Logtech (MacAulay Brown, Inc.)
Kepler Research
MCR Federal LLC
MITRE Corporation

SCHEDULE OF CHANGES

MTC Technologies
PDS Technical Services, Inc
PESystems, Inc.
PRICE Systems, LLC
RAND
Science Applications International Corporation
Sumaria Systems, Inc.
Whitney, Bradley & Brown Inc.

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

(c) The contracting officer shall evaluate any objection to disclosure and make a determination whether the non-government advisor(s) shall be permitted to participate in the source selection. The contracting officer shall inform the objecting offeror of the final determination, and, if the use of non-government advisors has been changed, shall inform all offerors of the change.

<end of clause>

3. The following clauses are deleted from Section K:

(a) FAR 52.223-04 RECOVERED MATERIAL CERTIFICATION (Oct 1997)

(b) DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Sep 2004)

(c) DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (Dec 2006)

(d) DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (Aug 1992)

SCHEDULE OF CHANGES

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

<end of clause>

(e) AFMC 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (Nov 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

Alion Science & Technology

ARINC, Inc

Booz Allen Hamilton Inc.

Dynamics Research Corporation

HJ Ford

Lockheed Martin Gov't Services, Inc

Logtech (MacAulay Brown, Inc.)

MCR Federal LLC

MITRE Corporation

MTC Technologies

PDS Technical Services, Inc

PESystems, Inc.

PRICE Systems, LLC

RAND

Science Applications International Corporation

Sumaria Systems, Inc.

Whitney, Bradley & Brown Inc.

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any

SCHEDULE OF CHANGES

(unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

<end of clause>

q. SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS:

(1) The following clauses are added to Section L:

(a) FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (Apr 2008)

Contracting Officer indicates DX or DO Rated Order: 'DO'

(b) L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (May 2004)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202V1 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

<end of clause>

(c) L046 SUBMISSION OF COST OR PRICING DATA (Feb 2003)

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within 30 days (insert calendar days) after receipt of the Contracting Officer's request.

(c) The fact that cost and pricing data is not required by the Government does not relieve the offeror of their responsibility to provide information other than cost or pricing data to support the Government's required analysis of the proposal pursuant to this RFP and required by paragraph 6.1.2 of Clause L047/ITOs. Failure to provide the Government with the adequate information other than cost or pricing data may result in rejection of the offerors proposal pursuant to FAR 15.403-3(a)(4).

(2) The following clauses are deleted from Section L:

(a) FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Sep 1990)

Rated Order: 'DO'

SCHEDULE OF CHANGES

(b) L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (May 2004)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

(c) L046 SUBMISSION OF COST OR PRICING DATA (Feb 2003)

(3) Section L, L047/653/AESS L-III Information to Offerors (ITO) and Instructions for Proposal Preparation (Jan 2007) is revised. Accordingly, Section L is replaced in its entirety. The changes are summarized as follows:

(i) L047 separates Cost/Price from Life Cycle Cost. Accordingly, this changes requires a separate volume for Most Probable Government Ownership Life Cycle Cost Estimate (MPGOLCC) inputs. Changes are reflected in paragraphs 2.7, 6.0 and 7.0 as expanded.

(ii) Paragraph 4.2.12 adds requirement for submission of fuel burn information.

(iii) At paragraph 4.2.2.2 a new naming convention has been added to accommodate allocation of requirements to facilitate evaluation in accordance with the clarified Section M, Evaluation Criteria.

(iv) Paragraph 4.2.4.4.6 is revised to clarify Product Support proposal information requirements.

(v) Provides revised Funding Profile at paragraph 6.1.5.

(vi) Offer minor changes

r. SECTION M - EVALUATION FACTORS FOR AWARD:

Section M -, ASC/653 AESS M-II Solicitation Provisions in Full Text (Jan 2007) (Tailored) is revised. Accordingly, Section M is replaced in its entirety. The changes are summarized as follows:

(i) Section M is changed to separate the Government's evaluation of Cost/Price from its evaluation of the Most Probable Life Cycle Cost Estimate (MPGOLCC), (formerly MPLCC), by making each component a separate factor within the evaluation criteria. Changes are reflected in paragraphs 1.1, 2.1, 2.2.4, 2.5 and 2.7 as expanded.

(ii) Paragraph 2.2.1.1 utilizes a new naming convention to accommodate allocation of requirements to facilitate evaluation with respect to clarified evaluation criteria of paragraph 2.2.1.2.

(iii) Paragraph 2.2.1.2 clarifies the relative order of importance for Key Systems Requirements (KSR). Fuel Offload versus Radius Range Requirement has been clarified.

(iv) The above changes require a number of paragraphs to be renumbered.

(v) Other minor changes.

SCHEDULE OF CHANGES

5. All RFP sections not identified within this amendment remain in effect as posted to FedBizOpps on 30 Jan 07; Amendment 0001 dated 23 February 2007; Amendment 0002 dated 28 February 2007; and Amendment 0003 dated 21 March 2007.