

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER P00005		3. EFFECTIVE DATE 09/29/2021		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300955674		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N00421		7. ADMINISTERED BY (If other than Item 6) CODE		S4801A SCD C	
NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670				DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE, WA 98004-5965			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NUMBER			
Ghostrook Systems Development LLC 2702 Denali St Ste 100 Anchorage, Alaska 99503-2747				<input checked="" type="checkbox"/>			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER			
CODE 7N6Q0 FACILITY CODE 080293564				<input checked="" type="checkbox"/> N0017819D7705/N0042120F3002			
				10B. DATED (SEE ITEM 13) 09/04/2020			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(b), 52.217-9, and 52.232-22

E. IMPORTANT: Contractor is not 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.)

SEE PAGE 2

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 CONTRACTING OFFICER (Type or print)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		[REDACTED]	09/29/2021
		(Signature of Contracting Officer)	

General Information

The purpose of this modification is to:

1. Exercise option CLIN 2101 and add funding to SLIN 210101 in the amount of [REDACTED]
2. Update Section F Period of Performance start date to begin 29 September 2021
3. Update Section G clause 5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR)(OCT 2005) to reflect funding changes
4. Update Section J attachment 4 to add Wage Determination No.: 2015-5635, Revision No.: 16 dated 07/21/2021.

PMT: N00421-21-NORFP-583000A-0027

The Line of Accounting information is hereby changed as follows:

[REDACTED]
 [REDACTED]
 [REDACTED]

The total amount of funds obligated to the task order is hereby increased [REDACTED]
 [REDACTED]

CLIN/SLIN	Fund Type	From	By	To
210101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the task order is hereby [REDACTED].

CLIN/SLIN	From	By	To
2101	\$ [REDACTED]	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
2101	09/08/2021 -	09/29/2021 -

CLIN/SLIN From
09/07/2022

To
09/07/2022

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 41
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7705		2. DELIVERY ORDER/CALL NO. N0042120F3002		3. DATE OF ORDER/CALL (YYYYMMDD) 2021SEP29	4. REQUISITION/PURCH REQUEST NO. 1300955674
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670		CODE N00421	7. ADMINISTERED BY (If other than 6) DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE, WA 98004-5965		CODE S4801A
9. CONTRACTOR NAME AND ADDRESS ● Ghostrock Systems Development LLC 2702 Denali St Ste 100 ● Anchorage, AK 99503-2747		CODE 7N6Q0	FACILITY 080293564	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
				12. DISCOUNT TERMS Net 30 Days WAWF	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO SEE SECTION F		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381		13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G
			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Ghostrock Systems Development LLC		Elizabeth Gaynor			
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	SEE SCHEDULE				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: [REDACTED]		09/29/2021 CONTRACTING/ORDERING OFFICER	25. TOTAL [REDACTED]
					26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					34. CHECK NUMBER
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000	R706	Base Period: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW, Paragraphs 3.3.1, 3.3.2 and 3.3.4. (NPRL) (O&MN,N)					
200001	R706	Funding in support of CLIN 2000 (O&MN,N)					
200002	R706	Funding in support of CLIN 2000 (O&MN,N)					
2001	R706	Base Period: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, and 3.3.4. (OPN-3) (OPN)					
200101	R706	Funding in support of CLIN 2001 (OPN)					
2002	R706	Base Period: Logistics Support Services for Navy Logistics Library (NLL) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4. (NWCF) (WCF)					
200201	R706	Funding in support of CLIN 2002 (WCF)					
2100	R706	Option Period 1: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW, Paragraphs 3.3.1, 3.3.2 and 3.3.4. (NPRL) (O&MN,N)					
210001	R706	Funding in support of CLIN 2100 (O&MN,N)					
2101	R706	Option Period 1: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, and 3.3.4. (OPN-3) (OPN)					
210101	R706	Funding in Support of CLIN 2101 (OPN)					
2102	R706	Option Period 1: Logistics Support Services for Navy Logistics Library (NLL) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4. (NWCF) (WCF)					
210201	R706	Funding in support of CLIN 2102 (WCF)					
2200	R706	Option Period 2: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the SOW, Paragraphs 3.3.1, 3.3.2 and 3.3.4. (NPRL) (O&MN,N) Option					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2201	R706	Option Period 2: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, and 3.3.4. (OPN-3) (OPN) Option	████	████	████	████	████
2202	R706	Option Period 2: Logistics Support Services for Navy Logistics Library (NLL) in accordance with the SOW, Paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4. (NWCF) (WCF) Option	████	████	████	████	████
2300	R706	Option Period 3: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with the SOW, Paragraphs 3.3.1, 3.3.2 and 3.3.4. (NPRL) (O&MN,N) Option	████	████	████	████	████
2301	R706	Option Period 3: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, and 3.3.4. (OPN-3) (OPN) Option	████	████	████	████	████
2302	R706	Option Period 3: Logistics Support Services for Navy Logistics Library (NLL) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4. (NWCF) (WCF) Option	████	████	████	████	████
2400	R706	Option Period 4: Logistics Support Services for Interim Supply Support (ISS) Program in accordance with SOW, Paragraphs 3.3.1, 3.3.2 and 3.3.4. (NPRL) (O&MN,N) Option	████	████	████	████	████
2401	R706	Option Period 4: Logistics Support Services for Aviation Life Support Systems (ALSS) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, and 3.3.4. (OPN-3) (OPN) Option	████	████	████	████	████
2402	R706	Option Period 4: Logistics Support Services for Navy Logistics Library (NLL) in accordance with SOW, Paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4. (NWCF) (WCF) Option	████	████	████	████	████

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	R706	Base Period: Travel in support of CLIN 2000 (O&MN,N) (O&MN,N)	████	████	████
300001	R706	Funding in support of CLIN 3000 (O&MN,N)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3001	R706	Base Period: Travel in support of CLIN 2002 (NWCF) (WCF)	■	■	■
300101	R706	Funding in support of CLIN 3001 (WCF)			
3002	R706	Base Period: Material in support of CLIN 2000 (O&MN,N) (O&MN,N)	■	■	■
300201	R706	Funding in support of CLIN 3002 (O&MN,N)			
300202	R706	Funding in support of CLIN 3002 (O&MN,N)			
3003	R706	Base Period: Material in support of CLIN 2002 (WCF)	■	■	■
300301	R706	Funding in support of CLIN 3003 (WCF)			
3004	R706	Base Period: Material in support of CLIN 2001 and SOW paragraph 3.3.1.8 (OPN-3) (OPN)	■	■	■
300401	R706	Funding in support of CLIN 3004 (OPN)			
3005	R706	Material in support of CLIN 2001 and SOW paragraph 3.3.1.8 (WCF) (WCF)	■	■	■
300501	R706	Funding in support of CLIN 3005 (WCF)			
3100	R706	Option Period 1: Travel in support of CLIN 2100 (O&MN,N) (O&MN,N)	■	■	■
310001	R706	Funding in support of CLIN 3100 (O&MN,N)			
3101	R706	Option Period 1: Travel in support of CLIN 2102 (NWCF) (WCF)	■	■	■
310101	R706	Funding in support of CLIN 3101 (WCF)			
3102	R706	Option Period 1: Material in support of CLIN 2100 (O&MN,N) (O&MN,N)	■	■	■
310201	R706	Funding in support of CLIN 3102 (O&MN,N)			
3103	R706	Option Period 1: Material in support of CLIN 2102 (NWCF) (WCF)	■	■	■
310301	R706	Funding in support of CLIN 3103 (WCF)			
3104	R706	Option Period 1: Material in support of CLIN 2101 and SOW paragraph 3.3.1.8 (OPN-3) (OPN) Option	■	■	■
3200	R706	Option Period 2: Travel in support of CLIN 2200 (O&MN,N) (O&MN,N) Option	■	■	■
3201	R706	Option Period 2: Travel in support of CLIN 2202 (NWCF) (WCF) Option	■	■	■
3202	R706	Option Period 2: Material in support of CLIN 2200 (O&MN,N) (O&MN,N) Option	■	■	■
3203	R706	Option Period 2: Material in support of CLIN 2202 (NWCF) (WCF) Option	■	■	■

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3204	R706	Option Period 2: Material in support of CLIN 2201 and SOW paragraph 3.3.1.8 (OPN-3) (OPN) Option	█	█	█
3300	R706	Option Period 3: Travel in support of CLIN 2300 (O&MN,N) (O&MN,N) Option	█	█	█
3301	R706	Option Period 3: Travel in support of CLIN 2302 (NWCF) (WCF) Option	█	█	█
3302	R706	Option Period 3: Material in support of CLIN 2300 (O&MN,N) (O&MN,N) Option	█	█	█
3303	R706	Option Period 3: Material in support of CLIN 2302 (NWCF) (WCF) Option	█	█	█
3304	R706	Option Period 3: Material in Support of CLIN 2301 and SOW paragraph 3.3.1.8 (OPN-3) (OPN) Option	█	█	█
3400	R706	Option Period 4: Travel in support of CLINs 2400 (O&MN,N) (O&MN,N) Option	█	█	█
3401	R706	Option Period 4: Travel in support of CLIN 2402 (NWCF) (WCF) Option	█	█	█
3402	R706	Option Period 4: Material in support of CLIN 2400 (O&MN,N) (O&MN,N) Option	█	█	█
3403	R706	Option Period 4: Material in support of CLIN 2402 (NWCF) (WCF) Option	█	█	█
3404	R706	Option Period 4: Material in support of CLIN 2401 and SOW paragraph 3.3.1.8 (OPN-3) (OPN) Option	█	█	█

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000		Not Separately Priced (NSP) (Base Year) Data - Contract Data Requirements List - To be delivered in accordance with DD Form 1423-1	█		█	█	
4100		Not Separately Priced (NSP) Data Option Year 1- Contract Data Requirements List - To be delivered in accordance with DD Form 1423-1	█		█	█	
4200		Not Separately Priced (NSP) Data Option Year 2- Contract Data Requirements List - To be delivered in accordance with DD Form 1423-1	█		█	█	
4300		Not Separately Priced (NSP) Data Option Year 3 - Contract Data Requirements List - To be delivered in accordance with DD Form 1423-1	█		█	█	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4400	Not Separately Priced (NSP) Data Option Year 4- Contract Data Requirements List - To be delivered in accordance with DD Form 1423-1	■	■			■	

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012)

(a) The level of effort estimated to be ordered during the term of this contract/order is ■ man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in the contract/order.

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

(e) In performing the contract/order, the contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK (SOW)

NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION (NAWCAD) SUSTAINMENT GROUP, PROPERTY MANAGEMENT COMMAND CENTRALLY MANAGED PROGRAMS INTERIM SUPPLY SUPPORT (ISS)

1. Introduction/Background

Naval Air Warfare Center Aircraft Division (NAWCAD) Sustainment Group, Property Management Department (PMD), Interim Supply Support (ISS) Program supports the inventory management of all NAVAIR specific, pre-Material Support Date (MSD) "0" COG Interim Contractor Support (ICS) spares at San Diego, CA and Patuxent River, MD. ISS is the supply, repair and inventory management support for new or modified weapon systems and support equipment. ISS is designed to be an inventory control system that allows the use of standard Navy supply procedures and databases to manage interim support material. ISS procedures are used to support Government furnished equipment or systems, Contractor furnished equipment or systems, and any other equipment or systems acquired by the Hardware Systems Commands (HSCs).

1.1 Scope

The scope of this requirement is to perform Warehouse Management services within the Property Management Department ISS program to support the fleet. ISS qualified materials include pre-MSD, "0" COG ISS spares allowances, "0" COG material requiring modification, repair, or repackaging. The NAVAIR ISS warehouse located at San Diego, CA provides dedicated storage and management of all ISS inventory currently consisting of over 5000 different National Stock Numbers (NSNs). This inventory has a \$332 million dollar wholesale value.

The NAVAIR ISS warehouse located at Patuxent River, MD provides dedicated storage and management of Real-time Residual Asset Management (R-RAM) inventory.

The ISS warehouse will not accept equipment that is not managed within Navy Enterprise Resource Planning (N-ERP.) The ISS warehouse may be used for special projects to include storing material that is post- MSD (upon an agreed Memorandum of Agreement (MOA) between the Property Management Department and the party involved), storing and monitoring the Real-time Residual Asset Management (R-RAM) account for fleet use, disposing of excess material that is in the R-RAM account, storing additional items for Navy Supply Systems Command (NAVSUP), and have the ability to re-package material according to the NAVSUPINST P700 document. The ISS warehouse will support the special project of the Navy Logistics Library (NLL) in receiving, storing, and issuing all associated NLL material, and complete all transactions in N-ERP.

2.0 Applicable documents:

1. Department of Defense Specifications:

1. DoDINST 4140.1R, Department of Defense Supply Chain Material Management Regulations
2. DoDINST 4500.9, Defense Transportation Regulations (DTR), Cargo Movement
3. DoDINST 4715E, Environmental, Safety, and Occupational Health
4. DoDINST 5000.02, Operation of Defense Acquisition System
5. DoDINST 5000.64, Accountability and Management of DoD equipment and other Accountable Property
6. DoDINST 7000.14R, DoD Financial Management Regulations (FMR)
7. SECNAVINST 4440.33, Sponsor-Owned Material, Government-Owned Material and Plant and Project Stock Management
8. SECNAVINST 7320.10A, Department of the Navy Personal Property Policies and Procedures USD (AT&L) Memorandum, Preservation and Storage of Tooling for Major Defense Acquisition Programs (MDAPs), 3 August 2009
9. SECNAV M-5510.30 Personnel Security Program Jun 2006
10. SECNAVINST 5000.2D, Implementation and Operation of the Defense Acquisition System and the JCIDS
11. SECNAV INSTRUCTION 5200.44 Operating Material and Supplies Accountability and Management
12. SECNAV M-5200.45 Department of the Navy, General Equipment Accountability and Management Procedures Manual
13. DoDD 5230.24 Distribution Statements on Technical Documents, Change 1, Effective 28 Apr 2016
14. DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) 24 Feb 2012
15. OPNAVINST 3440.17A Navy Installation Emergency Management Program, 1 Aug 2014
16. DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) Sep 1998
17. DoD 5220.22-M, National Industrial Security Program Operating Manual, (NISPOM) 28 Feb 2006

2. Department of Defense Standards:

1. MIL-STD-129P, Department of Defense Standard Practice: Military Marking for Shipment and Storage
2. MIL-STD-2073.1E, Department of Defense Standard Practice for Military Packaging

3. Other Government Documents:

1. NAVSUPWSSINST 4400.19, Interim Supply Support for Aviation Weapon Systems and Support Equipment
2. NAVSUPINST 4400.93B, Interim Supply Support for Weapon Systems and Equipment
3. NAVSUP P-723 Inventory Integrity Procedures
4. NAVAIRINST 4451.2, Management of Naval Air Systems Command Sponsor Owned Material
5. NAVSUPWSSINST 4400.16 Transition from Interim Support to Government Support for Aviation Weapon System and Support Equipment
6. Defense Transportation Regulations (DTR) 4500.9 PT II Cargo Movement
7. NAVSUP P-700 Common Naval Packaging
8. NAVSUP P-485 Ashore Supply Procedures
9. NAVAIR SWP6833-006 Attachment C

3.0 Requirements

3.1 General Requirements

3.1.1 Compatibility - The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Unclassified. The current operating environment required for this contract includes:

- Microsoft Windows 10
- Microsoft Project 2016
- Microsoft Office Professional Plus 2016
- Adobe Acrobat XI (reader)
- Internet Access (NMCI)
- Navy Enterprise Resource Planning (N-ERP)
- Public Key Infrastructure (PKI)
- Common Access Card (CAC)
- Account Management and Provisioning System (AMPS)

3.1.2 Work Location and Facilities

3.1.2.1 Work location: Approximately 80 percent of work will be performed in San Diego, CA, 10 percent of work will be performed at Patuxent Riv MD, and 10 percent of work to be performed at contractor's site. Contractors performing on-site support will be provided access to workspaces, telephones, printers, facsimile machines, copy machines, shredders, computers, and network access including web servers and applicable databases or other applications necessary to carry out inventory management work.

3.1.3 Contract Status reporting. The contractor shall provide the following documentation.

3.1.3.1 Monthly Progress and Financial Status Report: by the fifth day of each month, the contractor shall provide a progress and financial status report in accordance with the Contract Data Requirement List (**CDRL A002**). The report shall include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by labor category and material and travel costs.

3.1.4 Work Schedule to include Compressed Work Schedule (CWS), overtime, holidays, and installation closure.

3.1.4.1 Work schedule: The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0630 to 1500 each Monday through Friday (except on the legal holidays specific in paragraph 3.1.4.2). There may be special circumstances on a case-by-case basis that allows the Contractor flexibility in scheduled work hours. The change in work hours will be a written request submitted to the COR 10 days prior to request, and will need to be approved by the COR. There may be special circumstance on a case-by-case basis that overtime may prove to be beneficial. Overtime requests will be a written request submitted to the COR 10 days prior to the day(s) that overtime is being requested. The request will need to be approved by the COR before such requests are permitted.

3.1.4.2 Holidays: The Government observes the following holidays:

- New Year's Day, January 1
- Martin Luther King's Birthday, the third Monday in January
- President's Birthday, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

3.1.4.3 Installation closure: When Federal facilities are closed by the Government, or when Federal employees are officially excused from work

to a holiday or a special event, severe weather, a security threat, or any other Government facility related problem that prevents Federal personnel from working at the Government facility, contractor personnel assigned to work at that facility in support of such Federal employees shall follow their parent company's policies.

While generally contractor personnel may not perform work on-site at a Government facility without oversight from Federal personnel, in very limited circumstances, work being performed by contractor personnel may be deemed mission essential and performance of such mission essential work may be authorized to continue at the Government facility despite the facility being otherwise closed for normal operations. The circumstances permitting work to be performed by contractor personnel to be deemed mission essential are extremely limited and generally only apply to performance of efforts related to public health, safety, or matters related to national security. The cognizant Contracting Officer must concur with any determination that work being performed by contractor personnel is mission essential.

3.1.5 Other Direct Costs:

3.1.5.1 Travel: Travel may include general and administrative expenses, but shall not include profit. Temporary travel to other locations in support of program tasking is required. If required, temporary travel locations include San Diego, CA, Philadelphia, PA, and Patuxent River, MD. This list is not all inclusive as locations may change over the life of the contract.

The following table identifies the minimum expected annual travel requirements:

LOCATION	#TRIPS	# OF TRAVELERS	# DAYS
San Diego, CA	4	2	5
Philadelphia, PA	2	2	2
Patuxent River, MD	2	2	2

Prior approval for all travel is required from the Contracting Officer's Representative (COR). Travel shall be reimbursed at cost in accordance with the Joint Travel Regulations (JTR).

3.1.5.2 Material and Service Cost: The contractor shall provide material, equipment, services, and supplies for warehouse management. The contractor shall lease or purchase equipment (i.e. pallet jack, pallet scale, pallet shrink wrapper, hand tools, large circulating fans, packing materials, cardboard boxes, office supplies, miscellaneous supplies), and services required in support of this effort (i.e. preventative maintenance services for forklifts and forklift repairs). Examples would be monthly lease charges for Material Handling Equipment (MHE), preventative maintenance supplies, preventative maintenance on Government Furnished Equipment (GFE), calibration of warehouse equipment, supply equipment, and repair of GFE. Prior approval for all material procurements is required from the COR.

Material: All materials not depleted during the performance of this contract shall become Government property upon completion of this contract. The contractor shall transfer all materials not depleted to the COR by way of Material Inspection and Receiving Report. Material costs may include general and administrative expenses but shall not include profit/fee.

3.1.6 Subcontractors: Provisions stated herein shall be clearly and effectively communicated to all subcontractors providing support under this contract. All provisions of this SOW shall flow down to subcontractors providing support under this contract.

3.1.7 Management of Contractor Personnel: The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. The contractor shall manage its employees and guard against any actions that are of the nature of personal services, or give the perception of personal services.

3.1.8 Transition Out Strategy

The Contractor's overall transition out strategy shall be built around maintaining the mission of the Sustainment Group, Property Management Department ISS Program with minimal impact, not only in terms of timeliness of performance but also to ensure that critical data and knowledge transfer occurs. Upon termination or expiration of the contract, the contractor shall ensure an orderly transition of responsibilities, while minimizing impact to the operation. The contractor shall submit a Transition Out Plan, to include the minimum elements listed below in accordance with (CDRL A007).

- Work Turnover. The contractor shall provide a plan of action to effectively transfer tasked work that is in process at the expiration or termination of the contract to the successor company. Establish and maintain effective communication with the incoming contractor or Government personnel for the period of transition via weekly status meetings.
- Quality Assurance. The contractor shall provide a plan of action to ensure continuation of quality review processes during the transition period to the successor company.
- Risk Mitigation Strategies. The contractor shall provide a plan of action to mitigate contract performance risks (quality and schedule) encountered during the transition period.

3.2 Security

3.2.1 Citizenship Requirements: Only U.S. citizens may perform under this contract. If the Contractor cannot find qualified U.S. citizens to perform the work, the Contractor shall submit a citizenship waiver request with justification to the Government Security Office. The waiver request should include:

- a. The individual's name, date and place of birth, position title, and current citizenship.
- b. A statement that a qualified U.S. citizen cannot be hired in sufficient time to meet the contractual requirements.
- c. A statement of the unusual expertise possessed by the applicant.
- d. A statement that access will be limited to a specific Government contract (specify contract number).

3.2.2 Investigative Requirements:

Unclassified: All Contractor personnel must be eligible to perform Non-Critical Sensitive work as defined by SECNAV M-5510.30. All Contractor personnel are required to have a favorably adjudicated Tier-1 investigation from the Office of Personnel Management. The Contractor shall submit a request for personnel security investigation to the Government Security Office. The Contractor employee shall provide all requested information pursuant to the Privacy Act of 1974. The Government Security Office may deny the Contractor access to Government facilities and information and may prohibit the Contractor from performance of sensitive duties for failure to provide requested information or when derogatory or adverse information is present or the Contractor's eQIP. In such cases, the Contractor employee may not perform on the Contract.

3.2.3 Common Access Card (CAC)/Public Key Infrastructure (PKI), System Authorization Access Request (SAAR-N).

3.2.3.1 SAAR-N: All contractor personnel requiring access to Government Information Technology (IT) systems shall have an approved System Authorization Access Request (SAAR-N) Form OPNAV 5239/14 (Rev Sep 2011) on file, and complete required Annual Information Awareness Training. New employees must submit their SAAR forms within thirty (30) days of their first day of work. Instructions for processing the SAAR-N forms are available at:

https://www.navsea.navy.mil/portals/103/Documents/NSWC_Carderoock/OPNAV-5239-14-SAAR-N.pdf

SAAR-N forms shall be submitted to the Contracting Officer's Representative (COR), Government Technical Point of Contact (TPOC), or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.

3.2.3.2 Common Access Cards (CAC) / Local Badges: Contractor CACs and facility specific identification badges will be issued by the Government to on-site contractor personnel and shall be visible at all times while personnel are at the Government site. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to NAVAIR Security Department policy. All CACs and identification badges issued to Contractor employees shall be returned to the Government Security Department at the Government site in accordance with the COR's guidance following completion of the contract, relocation or termination of an employee, or upon request from the COR. The Government shall provide the contractor access to Government facilities, as required, for performance of tasks under this contract. Contractor personnel shall comply with local security regulations.

3.2.4 Marking: All information generated by the Contractor shall be properly marked. For Official Use Only information generated and/or provided under this contract shall be marked in accordance with DoDM 5200.01. Technical information shall also be marked with appropriate Distribution Statements and Export Control warnings in accordance with DoDD 5230.24 and program Security Classification Guidance.

3.2.4.1 Public Release: No information pertaining to this contract shall be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by the appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release through local area Public Affairs Office.

3.2.5 Operations Security (OPSEC): The contractor shall comply with activity OPSEC program instructions, guidance and contribute to organization-level OPSEC efforts. The contractor will include OPSEC as part of its ongoing security awareness program and take all required activity OPSEC training. The contractor will protect identified critical information, sensitive unclassified information and activities, which, if divulged, could further compromise classified or sensitive information or operations, or degrade the planning and execution of operations performed by the RO and contractor in support of the mission.

While performing aboard NAVAIR or NAVAIR sites, the contractor shall comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts. Include OPSEC as part of its ongoing security awareness program and take all required Agency training. Be responsive to the Supporting OPSEC Manager on a non-interference basis. Protect sensitive unclassified information and activities, which could compromise classified information or operations, or degrade the planning and execution of operations performed by the Requirements Officer (RO) and contractor in support of the mission.

3.2.6 Anti-Terrorism Force Protection and Emergency Management: The work performed on this contract is not Emergency Essential in accordance with OPNAVINST 3440.17A and Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans. Contractor personnel shall comply with all Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans and directives. Contractor personnel shall report for work at Government facilities upon declaration of Force Protection Condition CHARLIE or in any event or emergency where Government officials direct curtailment of operations to "Mission Essential Only". All Contractor personnel assigned to a Government facility shall complete annual Antiterrorism (Level One) and Active Shooter training.

3.3 Detailed Support:

3.3.1 Program Management (O&MN/NWCF/OPN-3)

3.3.1.1 The Contractor shall conduct a Program Management Review (PMR) to be held within 180 days after task order award. For all option periods (1) PMR shall be held within 180 days after exercise of the option.

- 3.3.1.2 The contractor shall record and provide PMR minutes to the Government not later than three (3) working days after the meeting. **(CDRL A001)**
- 3.3.1.3 The Contractor shall participate in a recurring Government – led ISS Bi-Weekly Teleconference. Participation shall include providing to Government updates on: task status, issue resolution, agenda items, and ISS activities. The attendees will be Property Management Department, NAVSUP LEM(s), the ISS Contractor, and other agencies.
- 3.3.1.4 The contractor shall provide the following monthly reports:
- 3.3.1.4.1 Monthly progress, status, management report **(CDRL-A002)**
 - 3.3.1.4.2 Funds and Labor Hour Expenditure report. **(CDRL-A003)**
 - 3.3.1.4.3 Foot Print Analysis. **(CDRL- A004)**
- 3.3.1.5 Create material management and inventory procedures and plan a schedule for the conduct of such procedures in accordance with NAVSI P-485 and NAVSUP P-723 within Navy ERP. **(CDRL-A005)**
- 3.3.1.6 The contractor shall inspect outbound material (six months prior to MSD), for NAVSUPINST P-700 compliance. Provide notification of non-compliance to the COR. Ensure cognizant LEMs are notified of packaging discrepancy. **(CDRL-A009)**
- 3.3.1.7 The contractor shall manage minor repacking below (i.e. additional foam padding, stronger boxing, affix outer-box labeling) of material within warehouse capabilities.
- 3.3.1.8 By the direction of the COR, the contractor shall develop repacking cost estimate(s) for the designated material. Note: These cost estim will only apply to material destined for DLA or DoD Supply issue points. When further directed by the COR, the Contractor shall manage the repackaging process over designated material to include post packing material inspection. Repackaging Labor and Material charges for designated material(s) will be invoiced against the P-700 Repackaging **CLINs 3004 and 3005**, and Option CLINS 3104, 3204, 3304, 3404.
- 3.3.1.9 The Contractor shall:
- Be responsible for identifying hazardous conditions or practices in the facility and immediately contacting the COR if issues are found;
 - Assist in accident investigations and developing corrective actions;
 - Assist in enforcing an accident and injury prevention program at the ISS Warehouse in San Diego;
 - Assist in enforcing compliance with physical security requirements; ensuring contractor employees display all required Government Credentials.
- 3.3.1.10 The Contractor shall create and manage Transportation Discrepancy Reports (TDRs) and Shipping Discrepancy Reports (SDRs) for items that were damaged in transit, and notify the COR and cognizant LEM immediately of the damaged material. This report shall be entered into the DL database.
- 3.3.1.11 The Contractor shall have the following Standard Operating Procedures (SOP) current and available for all employees:
- 3.3.1.11.1 Customer service procedures (to include warehouse and Navy ERP) **(CDRL A006)**
 - 3.3.1.11.2 Physical Inventory Management Plans and Procedures **(CDRL-A005)**
 - 3.3.1.11.3 Special Projects Management **(CDRL-A008)**
 - 3.3.1.11.4 Repacking “0” COG material **(CDRL- A009)**

3.3.2 Warehouse Management within the Navy ERP Environment (O&MN/NWCF/OPN-3)

- 3.3.2.1 The contractor shall receive, stow, issue, dispose, pack, and transport/ship materials and equipment at Government sponsored Interim Support warehouse operations for qualified ISS materials in a Navy Enterprise Resource Program (Navy ERP) environment. Coordinate transportation of the equipment to/from designated Government or commercial facilities locally and worldwide.
- 3.3.2.2 The Contractor shall develop Inventory Management Plans, execute material inventories, and update ERP database to reflect performed inventory actions. Assist Government in performing inventory audits. **(CDRL- A005)**
- 3.3.2.3 The Contractor shall plan, execute and transition all “0” COG material from NAVAIR ISS Warehouses to a NAVSUP wholesale and/or retail warehouse at Material Support Date as directed by the cognizant LEMs. Material shall be moved out of ISS no later than 30 days after MSD or shall be moved into the R-RAM account for free issue to the fleet or for disposal.
- 3.3.2.4 The Contractor shall inspect outbound material (six months prior to MSD or as soon as possible), for NAVSUPINST P-700 compliance and report non-compliance material to the COR and the cognizant LEM. **(CDRL-A009)** The Contractor shall perform minor repackaging (i.e. additional padding, stronger boxing, affix outer-box labeling) to comply with NAVSUPINST P-700. The Contractor shall track and document minor repackaging actions and material expenses on a local form.
- 3.3.2.5 The Contractor shall support the development of repackaging cost estimates for COR designated material.
- 3.3.2.6 The Contractor shall have the capability to re-pack material that is not in compliance with NAVSUPINST P-700 for material that is shipping

to a Defense Logistics Agency (DLA) Facility or other DoD Supply issue points.

- 3.3.2.7 The Contractor shall manage the repackaging process for designated material to include final inspection for NAVSUPINST P-700 compl
- 3.3.2.8 Prior to disposition of DLA Disposition Services items, the Contactor must have authorization from the appropriate authority from DLA the COR.
- 3.3.2.9 The Contractor shall conduct all scheduled and un-scheduled material inventory within Navy ERP functionality in accordance with NAV P-485 and NAVSUP P-723.
- 3.3.2.10 The Contractor shall receive pre-MSD Fleet Customer requisitions and status from Navy ERP.
- 3.3.2.11 The Contractor shall communicate with the cognizant Weapons System Support Logistics Element Managers (LEM) for confirmation a guidance upon receipt of a fleet requisition within Navy ERP for items on a restricted ISIL. The NAVSUP LEM will issue authorization for guidanc after verification. For unrestricted ISIL items, the Contractor shall follow normal business practices in accordance with policies on NAVSUPINST 4400.19.
- 3.3.2.12 The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations and directives, specific host command safety regulations, directives, policy statements, and safety Standard Operating Procedures (SOPs) during performance of this task order.
- 3.3.2.13 The Contractor shall ship all material via traceable means using proper Transportation Account Code (TAC). TAC Code is used for non shipping. In the event that a TAC code has no funding available, direction from the Government will be provided during task order performance.
- 3.3.2.14 The Contractor shall maintain historical issue and shipping document files for the duration of this task order. The Contractor shall prov copies of this applicable documentation to authorized ISS customers and Government representatives upon request.
- 3.3.2.15 The Contractor shall monitor and respond to discrepancy report queries and provide disposition status to the customers and cognizant Weapon System Support Logistics Element Managers.
- 3.3.2.16 The Contractor shall perform re-warehousing efforts when necessary to reduce footprint and store inventory for maximum efficiency.
- 3.3.2.17 The Contractor shall provide warehouse services for NAVAIR related projects, per the direction of the Government. These projects sha include but are not limited to adding additional storage spaces to allow for future customers to store material at San Diego, and the ability to store hazardous materials i.e. small lithium batteries.
- 3.3.2.18 The Contractor shall perform warehousing services and monitor the R-RAM account and shall prepare material to be disposed of or shi to another facility.
- 3.3.2.19 The Contractor shall create a Transportation Discrepancy Report (TDR) in the event that the warehouse receives damaged goods. The Contractor shall contact the COR immediately for all damages.

3.3.3 Warehouse Management of the Navy Logistics Library (NWCF)

- 3.3.3.1 The Contractor shall receive, store, issue, and manage all associated NLL Navy-ERP transactions.
- 3.3.3.2 The Contractor shall ensure NLL materials are appropriately packaged for shipment within 72 hours upon request and 24 hours for emergencies and are shipped per best commercial practices.
- 3.3.3.3 The Contractor shall consolidate shipments to the same address when practical.
- 3.3.3.4 The Contractor shall request GFE/material support for NLL to the COR as needed.

3.3.4 Real-time Residual Asset Management (R-RAM) Coordinator (O&MN/NWCF/OPN-3)

- 3.3.4.1 The Contractor shall be familiar with the Department of the Navy's R-RAM policy, structure, and process.
- 3.3.4.2 The Contractor shall facilitate R-RAM screening process for NAVAIR. The Contractor shall assist the Government in screening materia ISS, fleet requirements, R-RAM accounts, and disposal.
- 3.3.4.3 The Contractor shall facilitate effective communications between the ISS Warehouse personnel and NAVSUP-WSS Philadelphia person special requirements affecting fleet readiness and NAVAIRs Supply Chain Requirements.
- 3.3.4.4 The Contractor shall coordinate with the cognizant LEM on disposition of frustrated stock, obsolete, or excess materials for transfer to o stock points or to the Defense Reutilization Management Services (DRMS).

3.3.4.5 The Contractor shall assist the Government in the management of the Patuxent River ISS screening warehouse.

3.4 Labor Category Definition

3.4.1 Personnel Qualifications: The Contractor shall be responsible for employing personnel having at least the minimum level of education and training experience, as stated under each labor category specified herein.

3.4.2 Key Personnel: Are those who will be performing in Key Labor Categories as specified for applicable labor categories below.

3.4.3 College Degree: All degrees shall be obtained from an “accredited college or university” as recognized by the U.S. Department of Education. This includes Associates, Bachelor’s, Master’s, or Doctorate degrees.

3.4.4 Degree Major- All labor categories requiring Degrees in the Professional functional area specified below shall have a Major in at least one of the following subjects: Business Administration, Business Management, and Supply Chain Management.

3.4.5 Technical Certification Training: Some labor categories use technical/vocational training as a substitute for a college degree. Requirements must clearly define what technical/vocational school is required and certification level required for that Labor category.

3.4.6 Experience and Education Level definitions:

JUNIOR: A Junior labor category experience as detailed below under 3.5. A Junior labor category is responsible for assisting more senior positions ; performing functional duties under the oversight of more senior positions.

JOURNEYMAN: A Journeyman labor category experience as detailed below under 3.5. A Journeyman labor category typically performs all functional duties independently.

SENIOR: A Senior labor category experience as detailed below under 3.5. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and is responsible for the efforts of all staff assigned to a specific job.

3.4.7 Other Definitions

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

Accredited institution – a post-secondary educational institution (junior college, college, university, technical trade, or professional school), approved by an accrediting agency, listed as nationally recognized by the U.S. Department of Education.

Accredited program – an educational program or course of study offered by a post-secondary educational institution, approved by an accrediting agency, listed as nationally recognized by the U.S. Department of Education.

Business-related disciplines include Business Administration, Business Management, Economics, Finance or Accounting.

Discipline – an educational program or course of study offered by a post-secondary educational institution, approved by an accrediting agency, listed as nationally recognized by the U.S. Department of Education.

Postgraduate degree – a Master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

Related field – a "field with a similar curriculum of study"

Technical discipline – when used in relation to education or work experience requirements, “relevant technical discipline” shall mean a degree in the field of Mathematics or Sciences.

Additionally, the following qualification substitution chart provides standard experience/education substitutions:

Bachelor’s Degree	6 years’ additional work experience may be substituted for a Bachelor’s Degree	Associate’s Degree plus 4 years’ additional work experience may be substituted for a Bachelor’s Degree
Master’s Degree	Bachelor’s Degree plus 4 years’ additional work experience may be substituted for a Master’s	

Years of experience shall mean full, productive years of participation. Productive years mean 52 weeks of work reduced by reasonable amounts of time for holidays, annual and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience.

3.5 Labor Qualifications: The following lists the minimum labor category education and experience requirements and the functional descriptions for each labor category:

<u>Labor Category</u>	<u>Level</u>	<u>BLS SOC Code</u>	<u>SCA Code</u>	<u>Functional Description</u>
Program Manager*	Senior	11-1021	N/A	See below
Operations Logistics Lead*	Journeyman	11-1021	N/A	See below
Logistics Specialist*	Journeyman	13-1081	N/A	See below
Supply Technician	N/A	43-5061	SCA 01410	See below
Warehouse Specialist	N/A	43-5081	SCA 21410	See below
Shipping Packer	N/A	43-5071	SCA 21110	See below
Shipping/Receiving Clerk	N/A	43-5071	SCA 21130	See below

(*) **Denotes Key Labor Category**

Program Manager, Senior, BLS SOC 11-1021:

Functional Description: Acts as the overall lead, manager and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities on technical and program/project issues. Oversees contractor execution of the contract requirements. Manages acquisition and employment of program and project resources. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

Education: MA/MS degree in a Business or other relevant “business related discipline.”

Experience: Required at least 10 years’ experience in Supply Chain/Logistics and at least three (3) years of experience in SAP/Navy ERP.

Operations Logistics Lead, Journeyman, BLS SOC 11-1021:

Functional Description: Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources, but are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. Usually manage through subordinate supervisors. Excludes First-Line Supervisors.

Education: BA/BS degree in a Business, Managerial Discipline, or other relevant “business related discipline”.

Experience: Required at least three years’ experience in Supply Chain/Logistics and three (3) years of experience in SAP/Navy ERP.

Logistics Specialist, Journeyman, BLS SOC 13-1081:

Functional Description: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Education: BS degree in a Business, Managerial Discipline, or other relevant “business related discipline”.

Experience: Required at least three years’ experience in Supply Chain/Logistics and three (3) years of experience in SAP/Navy ERP.

Supply Technician, BLS Code 43-5061, SCA 01410:

Functional Description: Performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require: (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description.

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

License: A forklift license is required. Additional safety or operator training maybe deemed necessary at a later date.

Warehouse Specialist (Warehouse Worker), BLS Code 43-5081, SCA 21410:

Functional Description: Performs a variety of warehousing duties as directed, require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties.

Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description

Experience: At least two (2) year of warehouse experience, to include: performing inventory, staging, packing, storage and shipping of electronic equipment and related material; operating motor vehicles and material handling equipment; and utilizing a computer-based inventory and bar coding system for entry, identification and tracking of material. Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

License: Must have valid driver's license.

Shipping Packer, BLS 43-5071, SCA 21110:

Functional Description: Prepares finished products for shipment or storage by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Work requires the placing of items in shipping containers, and may involve one or more of the following: knowledge of various items of stock in order to verify content, selection of appropriate type and size of container, inserting enclosures in container; using excelsior or other material to prevent breakage or damage, closing and sealing container, and applying labels or entering identifying data on container. Exclude packers who also make wooden boxes or crates.

Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Shipping/Receiving Clerk, BLS 43-5071, SCA 21130:

Functional Description: Performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; insuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, insuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received.

Education: High School diploma or GED; Vocational training commensurate with Department of Labor functional description.

Experience: Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

Section D - Packaging and Marking

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

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

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

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

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

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

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

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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

INCORPORATED BY FULL TEXT

252.246-7000 Material Inspection and Receiving Report MAR 2008

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement. (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

Labor CLINs 2000 through 2402 will be inspected and accepted in accordance with NAVAIR Clause 5252.246-9512.

ODC CLINs 3000 through 3503 will be inspected and accepted in accordance with NAVAIR Clause 5252.246-9512.

Data CLINs 4000 through 4400 will be inspected in accordance with NAVAIR Clause 5252.246-9514.

Note: All the provisions and clauses the basic contract apply to this task order, unless otherwise specified in the task order.

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officer Representative (COR) identified in NAVAIR Clause 5252.201-9501.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Inspection and Acceptance of Technical Data and Information (Exhibit A001-A009). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

CDRL DELIVERY

Data - Line Item 4000 (and if option is exercised 4400) - The data to be furnished hereunder shall be delivered prepaid to the destination(s) and at the dates and time(s) on the Contract Data Requirements List, DD Form 1423 (Exhibit A) and/or as identified in the task order.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001-A009, 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 A2515000
 (2) ACO, Code S4801A
- (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: **See Exhibit A**

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

- (a) The contract shall commence on award date and shall continue 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.
- (b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

The Period of Performance of the following Firm items are as follows:

2000	09/08/2020 - 09/07/2021
2001	09/08/2020 - 09/07/2021
2002	09/08/2020 - 09/07/2021
2100	09/08/2021 - 09/07/2022
2101	09/29/2021 - 09/07/2022
2102	09/08/2021 - 09/07/2022
3000	09/08/2020 - 09/07/2021
3001	09/08/2020 - 09/07/2021

3002	09/08/2020 - 09/07/2021
3003	09/08/2020 - 09/07/2021
3004	09/08/2020 - 09/07/2021
3005	04/16/2021 - 09/07/2021
3100	09/08/2021 - 09/07/2022
3101	09/04/2021 - 09/03/2022
3102	09/08/2021 - 09/07/2022
3103	09/08/2021 - 09/07/2022

The Period of Performance of the following Option items are as follows:

2200	09/08/2022 - 09/07/2023
2201	09/08/2022 - 09/07/2023
2202	09/08/2022 - 09/07/2023
2300	09/08/2023 - 09/07/2024
2301	09/08/2023 - 09/07/2024
2302	09/08/2023 - 09/07/2024
2400	09/08/2024 - 09/07/2025
2401	09/08/2024 - 09/07/2025
2402	09/08/2024 - 09/07/2025
3104	09/08/2021 - 09/07/2022
3200	09/08/2022 - 09/07/2023
3201	09/08/2022 - 09/07/2023
3202	09/08/2022 - 09/07/2023
3203	09/08/2022 - 09/07/2023
3204	09/08/2022 - 09/07/2023
3300	09/08/2023 - 09/07/2024
3301	09/08/2023 - 09/07/2024
3302	09/08/2023 - 09/07/2024
3303	09/08/2023 - 09/07/2024
3304	09/08/2023 - 09/07/2024
3400	09/08/2024 - 09/07/2025
3401	09/08/2024 - 09/07/2025
3402	09/08/2024 - 09/07/2025
3403	09/08/2024 - 09/07/2025
3404	09/08/2024 - 09/07/2025

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: [REDACTED]

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (SEP 2012)

(a) The Contracting Officer has designated [REDACTED] as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

1. Conduct surveillance of contractor performance in accordance with the basic contract Contract Surveillance Plan (CSP).

2. Review contractor invoices in Wide Area Workflow (WAWF) to ensure proper labor categories

are charged, travel and other items appear consistent with performance, and charges are

reasonable for the work performed.

3. The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained Retained for Performance By:

(3) Conduct Post-award orientation conference (PCO/COR)

(4) Review and evaluate Contractor's proposals (PCO/COR/TPOC)

(16) Ensure timely notification by the Contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts. (COR)

(27) Perform property administration. (COR)

(31) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules. (COR)

- (38) Ensure Contractor compliance with contractual quality assurance requirements. (COR)
- (39) Ensure Contractor compliance with contractual safety requirements. (COR)
- (47) Assist in evaluating/recommending acceptance of waiver/deviation requests. (COR)
- (51) Consent to the placement of subcontracts. (PCO)
- (58) Ensure timely submission of required reports. (COR)
- (67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems. (PCO/COR)
- (b) The effective period of the COR designation is the period of performance of this task order.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2017)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained Retained for Performance By:

3,4,16,24,30,31,38,39,51,56,58, and 67 PCO

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions Retained for Performance By: N/A

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil/>.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items—

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

_____ N/A _____

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

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

_____ N/A _____

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

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

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

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

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

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

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

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	██████████
Issue By DoDAAC	██████████
Admin DoDAAC**	██████████
Inspect By DoDAAC	██████████
Ship To Code	██████████
Ship From Code	██████████
Mark For Code	██████████
Service Approver (DoDAAC)	██████████
Service Acceptor (DoDAAC)	██████████
Accept at Other DoDAAC	██████████
LPO DoDAAC	██████████
DCAA Auditor DoDAAC	██████████
Other DoDAAC(s)	██████████

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

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

(g) WAWF point of contact.

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

(2) Contact the WAWF helpdesk at ██████████, if assistance is needed.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO FIXED FEE</u>
CLIN 2000	██████████
CLIN 2001	██████████
CLIN 2002	██████████
CLIN 2100	██████████
CLIN 2101	██████████
CLIN 2102	██████████

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO FIXED COST</u>	<u>PERIOD OF PERFORMANCE</u>
CLIN 2000	██████████	08 September 2020 - 07 September 2021
CLIN 2001	██████████	08 September 2020 - 07 September 2021
CLIN 2002	██████████	24 September 2020 - 07 September 2021
CLIN 2100	██████████	08 September 2021 - 07 September 2022
CLIN 2101	██████████	29 September 2021 - 07 September 2022
CLIN 2102	██████████	08 September 2021 - 07 September 2022
CLIN 3000	██████████	08 September 2020 - 07 September 2021
CLIN 3001	██████████	24 September 2020 - 07 September 2021
CLIN 3100	██████████	08 September 2021 - 07 September 2022
CLIN 3101	██████████	08 September 2021 - 07 September 2022
CLIN 3002	██████████	08 September 2020 - 07 September 2021
CLIN 3003	██████████	24 September 2020 - 07 September 2021
CLIN 3004	██████████	08 September 2020 - 07 September 2021
CLIN 3005	██████████	28 April 2021 - 07 September 2021
CLIN 3102	██████████	08 September 2021 - 07 September 2022
CLIN 3103	██████████	08 September 2021 - 07 September 2022

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the

					oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Accounting Data

CLIN/SLIN

PR Number

Amount

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(NOV 2017)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, **COR** shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

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

The following types of insurance are required in accordance with the clause entitled, [FAR 52.228-5, "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 bodily injury and \$500,000 per accident for property damage.

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

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

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. (b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the [Insert Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert "and the Procuring Contracting Officer." if the COR is reviewing and approving the request.]

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) 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.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that during the first six (6) months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.
- (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

- (a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 Payment for Overtime Premiums (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed * ___TBD___ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* TO BE COMPLETED AFTER TASK ORDER AWARD IF REQUIRED, UPON RECEIPT OF APPROVAL.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10,

Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b)*Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c)*Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e)*Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(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 the 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 30 days.

(End of clause)

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 five years and six months. (End of clause)

52.244-2 Subcontracts (Oct 2010)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance

element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

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

(End of clause)

52.244-6 Subcontracts for Commercial Items (Aug 2020)

(a) *Definitions.* As used in this clause—

Commercial item and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)), if the subcontract exceeds the threshold specified in FAR [3.1004\(a\)](#) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(iv) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).

(v) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(vi) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(viii) [52.222-21](#), *Prohibition of Segregated Facilities* (Apr 2015).

(ix) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O. 11246).

(x) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212\(a\)](#));

(xi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(xii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xiii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O. 13627).

(xv) [52.222-55](#), Minimum Wages under Executive Order 13658 (Dec 2015), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xvi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xvii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).

(B) Alternate I (Jan 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xix) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xx) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App.1241](#) and [10 U.S.C.2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within to be inserted at task order level calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the

Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within to be inserted at task order level calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the Contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the Contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination.

Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical

Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered Contractor information system means an unclassified information system that is owned, or operated by or for, a Contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as

spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered Contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering

data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered Contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered Contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered Contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the Contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered Contractor information system or the covered defense information residing therein, or that affects the Contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered Contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or Subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or Subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of Contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government

will implement appropriate procedures to minimize the Contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of Contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services Contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of Contractor attributional/proprietary information created by or for DoD. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The

Contractor shall determine if the information required for Subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require Subcontractors to--

(i) Notify the prime Contractor (or next higher-tier Subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier Subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of Clause)

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the San Diego, CA and NAS Patuxent River, MD facilities. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to COR. All losses are to have the permanent badges returned to Security Officer, San Diego, CA and NAS Patuxent River, MD on the last day of the individual's task requirement.

(End of clause)

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

Section J - List of Attachments

Attachment Number	File Name	Description
1	Attachment 1_CSP_ISS.doc	Contract Surveillance Plan (CSP)
2	GFPN0017819D7705_N0042120F3002_2.pdf	Government Furnished Equipment
3	Attachment 3 WD Pax River.pdf	Wage Determination Pax River, MD
4	WD No.- 2015-5635 Rev.16.pdf	Wage Determination - San Diego, CA
Exhibit A	CDRL Forms A001 - A009.pdf	CDRLS A001 - A009