AWARD/CONTRACT	1. THIS CONTRAC UNDER DPAS (			ORDI	ER			RATING DO-A1	PAGE OF	PAGES 51
2. CONTRACT (Proc. Inst. Ident.) NO. N6893618C0026	3. EFFECTIVE DA			8		4. REQUIS	SITION/PURO	CHASE REQUEST/P	ROJECT NO.	0.
5. ISSUED BY COI	DE N68936	-	6. AI	OMINI	STEREI	DBY (If other	than Itam 5)	CODI	S2606A	
CDR NAWCWD CODE 254100D			DCMA	BOENG	ST. LOUI		Inter store 27			
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7. NAME AND ADDRESS OF CONTRABOEING COMPANY, THE	ACT OR (No., street, city,	, county, state a	ınd zip co	ode)			8. DELIVERY		THER (See bei	·\
(b) (6)								ORIGIN [X]O		low)
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CODE 76301	FACILITY CODE						SHOWN IN:			
11. SHIP TO/MARK FOR COL	DE N68936					ILL BE MA	DE BY	CODE	HQ0339	
CDR NAWCWD CODE 491D00D			WEST	ENTITL		nter Perations				
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BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110			0020	MIDOG	J1140210 2	211				
13. AUTHORITY FOR USING OTHER	THAN FULL AND OP	EN	14. A	CCOU	JNTING	AND APPR	ROPRIATION	DATA		
COMPETITION:	41 TT CC 253(a)(	`	See	Sche	dule					
	41 U.S.C. 253(c)(	)	1.50	27743					I	
15A. ITEM NO. 15B. S	SUPPLIES/ SERVICES		15C.	QUA	NTITY	15D. UNI	[T 1:	5E. UNIT PRICE	15F. AM0	DUNT
SEE SCHEDULE										
<u> </u>					150	TOTAL A	MOUNTOE	CONTRACT	\$179.00	00,000.00
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X A SOLICITATION/ CONTRAC		1 - 3	X	I		RACT CLAU				22 - 50
X B SUPPLIES OR SERVICES AN X C DESCRIPTION/ SPECS/ WO		4 - 7 8	Х	_		<b>LISTOFD</b> FATTACH		EXHIBITS AND O	THER ATTAC	H. 51
X C DESCRIPTION/ SPECS./ WO X D PACKAGING AND MARKIN		9 - 10	<del>  ^-</del>	J				ONS AND INSTRUC	PAONS	51
X E INSPECTION AND ACCEPT		11	$\vdash$					CATIONS AND	IIOIII	
X F DELIVERIES OR PERFORM	ANCE	12 - 13	1	K			NTS OF OFF			
X G CONTRACT ADMINISTRAT		14 - 19		L	INSTRS	S., CONDS.,	AND NOT ICI	ES TO OFFERORS		
X H SPECIAL CONTRACT REQU		20 - 21	Ш	M			CTORS FOR A			
CONTRACTING OFFICER WILL CO									S APPLICABLE	
17 [X] CONTRACTOR'S NEGOTIATED AGREEMEN document and return 1 copies to issuing office)	NT <u>Contractor is required to s</u> Contractor agrees to furnish and	<u>sign this</u> I deliver all	_	-		·	•	to sign this document)		
items or perform all the services set forth or otherwise id	dentified above and on any contir	inuation	10ta o	)IG OH 30a	IICHA HOLL ING	mber <u>N68936</u>	18KUU25			
sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract,				ing the ad	lditions or c	hanges made by	y ou which addition	s or changes are set forth in f	ull above, is hereby	accepted as
(b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications,				terms liste	ed above ar	nd on any continu	ation sheets This av	ward consummates the contra	act which consists of	the
								ır bid, and (b) this award/con ı awarding a sealed-bid contr		Гасциі
							NG OFFICER	=		
			CHERY	YL D M	CGUIRE /	TEAM LEAD				
			-		939–263			AIL: cheryl.d.mcguir		
19B. NAME OF CONTRACTOR	19C. DAT!	E SIGNED	20B.	UNIT	ED ST A	ATES OF AM	IERICA		20C. DATE S	IGNED
				CU	بىع	ul	TO Ma	Give	15-Jun-201	8
BY			BY_	9						
(Signature of person authorized to sign)						(Signature of	f Contracting Office	r)		

Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY FULL TEXT

#### FOR YOUR INFORMATION:

This is an Undefinitized Contract Action (UCA) with a Not To Exceed value of \$179,000,000.00, as addressed in paragraph (d) of the clause herein DFARS 252.217-7027, "Contract Definitization (DEC 2012)", for the H12K Kuwait Air Force (KAF) System Configuration Set (SCS) Software Development and Integration into the F/A-18 E/F Configured Aircraft.

The following addresses and points of contact are provided:

```
CONTRACT SPECIALIST:
Name:
          (b) (6)
Phone:
          (b) (6)
DSN:
        (b) (6)
       (760) 939-0528
FAX:
Email address:
                    (b) (6)
U.S. Postal Service Mailing Address:
   COMMANDER
   CODE 254110D (
                                        )
                           (b) (6)
   NAVAIRWARCENWPNDIV
   429 E. BOWEN RD. MAIL STOP 4015
   CHINA LAKE, CA 93555-6108
Direct Delivery Address (UPS, FedEx, etc.):
   COMMANDER
   CODE 254110D ( (b) (6) )
   NAVAIRWARCENWPNDIV
   BLDG 982, MAIL STOP 4015
   CHINA LAKE, CA 93555-6108
PROCURING CONTRACTING OFFICER:
Name: Agapito Santana
Phone: (760) 939- 2866
DSN:
       437-2866
FAX:
      (760) 939-0528
Email address: agapito.santana@navy.mil
U.S. Postal Service Mailing Address:
   COMMANDER
   CODE 254110D (A. SANTANA – 760-939-2866)
   NAVAIRWARCENWPNDIV
   429 E. BOWEN RD. MAIL STOP 4015
   CHINA LAKE, CA 93555-6108
Direct Delivery Address (UPS, FedEx, etc.):
   COMMANDER
   CODE 254110D (A. SANTANA)
   NAVAIRWARCENWPNDIV
   BLDG 982, MAIL STOP 4015
```

CHINA LAKE, CA 93555-6108

## Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 (b) (4) Each (b) (4) (b) (4)

Build 3.1 BRR

(b) (4)

System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft software development, modification, and integration inclusive of all work to the Build 3.1 BRR.

FMS Case: KU-P-SBG RSN: 041 PDLI: 41B000 MILSTRIP: PKUA44-8029-8501

PID No.: N68936-17-RFPREQ-PMA-265-0791

FOB: Destination

PURCHASE REQUEST NUMBER: 1300663537

NET AMT (b) (4)

ITEM NO SUPPLIES/SERVICES AMOUNT

For Navy Accounting Purposes Only

CIN: 130071263500001 ACRN AA (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0001

Page 5 of 51

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE

QUANTITY

0002 (b) (4) Lot (b) (4)

Build 3.1 BRR to end of DT-B testing
(b) (4)

System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF)

Configured F/A-18 E/F Aircraft software development, modification, and

System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft software development, modification, and integration inclusive of all work from completion of Build 3.1 BRR to end of DT-B testing, reporting completion and training ready software.

FMS Case: KU-P-SBG RSN: 041 PDLI: 41B000 MILSTRIP: PKUA44-8029-8501

PID No.: N68936-17-RFPREQ-PMA-265-0791

FOB: Destination

(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)

ACRN AB

ITEM NO SUPPLIES/SERVICES 000201 For Navy Accounting Purposes Only

**AMOUNT** 

(b) (4)

DUDGUAGE DEGLIEGT MUMDED 1200712625

PURCHASE REQUEST NUMBER: 1300712635

CIN: 130071263500002

Page 6 of 51

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** 0003 (b) (4) Lot (b) (4) (b) (4) Build 4 integration testing to DT-C test System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft Software Development, Modification, Testing and Support inclusive of all work from SETR(T) Build 4 integration testing to DT-C testing & reporting completion. FMS Case: KU-P-SBG RSN: 041 PDLI: 41B000 MILSTRIP: PKUA44-8029-8501 PID No.: N68936-17-RFPREQ-PMA-265-0791 FOB: Destination (b)(4)(b) (4) (b) (4)(b) (4) (b)(4)(b) (4) ITEM NO SUPPLIES/SERVICES **AMOUNT** 000301 For Navy Accounting Purposes Only CIN: 130071263500003 ACRN AC (b)(4)PURCHASE REQUEST NUMBER: 1300712635 ITEM NO SUPPLIES/SERVICES **OUANTITY** UNIT **UNIT PRICE AMOUNT** 0004 (b) (4) Lot **NSP** Contract Data Requirements List The contractor shall provide data in accordance with the Contract Data Requirements List (CDRLs) DD Form 1423-1, Exhibit A. FOB: Destination **NET AMT** 

Page 7 of 51

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0005 (b) (4) Lot (b) (4) (b) (4)

Unique Test Spares and Support Equipment

(b) (4)

The contractor shall provide F/A-18 SCS H12K Unique Test Spares and Support Equipment in accordance with the SOW, Attachment 1, and Spares List,

Attachment 3.

FMS Case: KU-P-SBG RSN: 041 PDLI: 41B000 MILSTRIP: PKUA44-8029-8501

PID No.: N68936-17-RFPREQ-PMA-265-0791

FOB: Destination

NET AMT (b) (4)

ITEM NO SUPPLIES/SERVICES AMOUNT

000501 For Navy Accounting Purposes Only

CIN: 130071263500004 ACRN AD (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0001

Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

## C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (NOV 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract under CLINs 0001-0003 for the Naval Air Warfare Center Weapons Division via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom Telecommunications Transmission (D304) and Internet (D322) ONLY.
  - (5) S. Utilities ONLY;
  - (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "https://www.ecmra.mil."

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at "https://www.ecmra.mil."

Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## 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.

## **ADDENDUM TO 5252.247-9507**

Reports and Data may be submitted electronically in accordance with SOW paragraphs (to be completed prior to award) and the Contracts Data Requirements Lists (CDRLs), Exhibit A.

## CLAUSES INCORPORATED BY FULL TEXT

## 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 hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

#### CLAUSES INCORPORATED BY FULL TEXT

## 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)

- (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.
  - (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
    - (1) FMS Case Number.
    - (2) Part Number (with CAGE Code).
    - (3) For the organization/address the material is shipped to.
    - (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
    - (5) Project Code number.
    - (6) Project Directive Line Item (PDLI) Number.
    - (7) Requisition Serial Number (RSN).
    - (8) Quantity.
    - (9) From the contractor's address shipped from.
    - (10) Ship to the shipping address provided in the contract.

- (11) Transportation Priority
- (12) Required Delivery Date
- (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

## **ADDENDUM TO 5252.247-9510**

Packaging shall comply with MIL-STD-2073 unless commercial packaging is specified in individual orders; Markings shall comply with MIL-STD-129 and other applicable DoD regulations.

## CLAUSES INCORPORATED BY FULL TEXT

## 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 5220.22M.

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

#### CLAUSES INCORPORATED BY FULL TEXT

## 5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVAIR) (OCT 2005)

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by <u>The Boeing Company</u> at the contractor's or subcontractor's plant located at <u>6200 JS McDonnell Blvd.</u>, <u>Bldg. 100</u>, <u>St. Louis, MO 63134</u>. Final inspection and acceptance shall be made by <u>the Technical Point of Contact and Block Lead</u>, (b) (6) within <u>30 days</u> after <u>receipt of supplies at NAWCWD</u>, <u>China Lake</u>.
- (b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

## **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	18-APR-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
000101	N/A	N/A	N/A	N/A
0002	POP 12-JUN-2018 TO 30-SEP-2020	N/A	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
000201	N/A	N/A	N/A	N/A
0003	POP 12-JUN-2018 TO 30-SEP-2022	N/A	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
000301	N/A	N/A	N/A	N/A
0004	POP 12-JUN-2018 TO 30-SEP-2022	N/A	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
0005	12-FEB-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68936
000501	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to	FEB 2006
	DOD Air or Water Terminal Transshipment Points	
52.247-55	F.O.B. Point For Delivery Of Government-Furnished	JUN 2003
	Property	

#### CLAUSES INCORPORATED BY FULL TEXT

Clause 52.242-15 Alt I Stop-Work Order (Aug 1989) – Alternate I is applicable to CLINs 0002, 0003

## 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 A, 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 254100D.
  - (2) ACO, Code S2606A.
- (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: (1) Code 491D00D, NAVAIRWARCENWPNDIV, 507 Corsair Street Stop 2011, China Lake, CA 93555-6110; (2) Code 254110D, NAVAIRWARCENWPNDIV, 429 E. Bowen Road Stop 4015, China Lake, CA 93555-6108, (3) PMA 265 Program Security Manager, PEOTACAIR PMA265, 47123 Buse Road BLDG 2272 Suite 445 Patuxent River, Maryland 20670.

## ADDENDUM TO 5252.247-9505

Reports and Data may be submitted electronically in accordance with SOW paragraph 3.0.3 and the Contracts Data Requirements Lists (CDRLs), Exhibit A.

## ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

COST CODE: 802985010SBG

AMOUNT: (b) (4)

AB: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

COST CODE: 802985020SBG

AMOUNT: (b) (4)

AC: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

COST CODE: 802985030SBG

AMOUNT: (b) (4)

AD: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

COST CODE: 802985040SBG

AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	130071263500001	(b) (4)
AB	000201	130071263500002	(b) (4)
AC	000301	130071263500003	(b) (4)
AD	000501	130071263500004	(b) (4)

#### CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.
- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).
(b) (4)
(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not
supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone)
document type may be used instead.)
(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s)
in WAWF, as specified by the contracting officer.
Naval Air Warfare Center Weapons Division, China Lake
(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in

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

Routing Data Table*	Detects be entered in WAWE	Detects be entered in WAWE
Field Name in WAWF	Data to be entered in WAWF	Data to be entered in WAWF
	(b) (4)	(b) (4)
Pay Official DoDAAC:	HQ0339	HQ0339
Issue By DoDAAC:	N68936	N68936
Admin DoDAAC:	S2606A	S2606A
Inspect By DoDAAC:	See Schedule	Not Applicable
Ship To Code:	See Schedule	Not Applicable
Ship From Code:	Not Applicable	Not Applicable
Mark For Code:	N68936	Not Applicable
Service Approver (DoDAAC):	Not Applicable	S2606A
Service Acceptor (DoDAAC):	Not Applicable	Not Applicable
Accept at Other DoDAAC:	N68936	Not Applicable
LPO DoDAAC:	Not Applicable	Not Applicable
DCAA Auditor DoDAAC:	Not Applicable	HAA640
Other DoDAAC(s):	Not Applicable	Not Applicable

- (\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")
- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(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. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

- (a) The Contracting Officer has designated (b) (6) , Code 491P00D, 1Administration Road, China Lake 93555, (b) (6) , as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: see COR designation letter.
- (b) The effective period of the COR designation is the period of performance of this contract (until all deliveries specified in Sections B and F herein have been completed).

## 5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## 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 <u>bi-weekly</u> based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the <u>related provisional payment on account of allowable cost is to the total estimated cost of the contract</u>. 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 cost and fee, as provided in the Section I clauses of this contract entitled "LIMITATION OF FUNDS" and "FIXED FEE", the items covered thereby

and the period of performance which it is estimated the allotted amount will cover are as follows:

		PERIOD OF
ITEM(S)	ALLOTTED TO COST AND FEE	PERFORMANCE PERIOD
0002	(b) (4)	30 September 2018
0003	(b) (4)	30 September 2018

(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.

## 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:
None	N/A

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

Additional Functions	Retained for Performance By:		
None	N/A		

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

## G-TXT-0001 PAYMENT INSTRUCTIONS (FEB 2018)

Note: Payment Clause 52.216-7, Allowable Cost and Payment, applies to (b) (4) on this contract. Payment Clause 252.232-7002, Progress Payments for Foreign Military Sales Acquisitions, applies to (b) (4) on this contract.

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-	X	X	N/A	Specified in approved payment.

Performance-Based Payments	Based Payments*				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.

<sup>\*</sup>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).

Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

#### 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(DEC 2014)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, Presidents' Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.
- (c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.
- (d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

## 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

- (a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:
  - (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

## 5252,225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC

3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

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

The following types of insurance are required in accordance with the clause entitled, <u>52.228-7</u>,"<u>Insurance-Liability to Third Persons</u>" 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.

## H-TXT-GFP RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR)(MAY 2016)

(a) Pursuant to FAR 45.301, authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

All property accountable under the following Contracts:

N68936-14-D-0008 N68936-18-D-0026

Use of Government Property accountable under other contracts is to be determined.

- (b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.
- (c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

H-1 H-1 Not to Exceed Pricing

The Contractor's incurred cost and attendant profit for individual line items in the Items 0001-0005 series may exceed the Not to Exceed (NTE) price for those line items; however, the negotiated price for Items 0001 through 0005 shall not exceed (b) (4) as addressed in paragraph (d) of the clause at DFARS 252.217-7027, "Contract Definitization (DEC 2012)".

Section I - Contract Clauses

## APPLICABLE CLINS

AFFLICABLE CLINS	Applicable CLINs					
Clause	(b) (4)	(b) (4) (b) (4)	(b) (4)	(b) (4)	(b) (4)	
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	
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		-	-		-	
		-				
-	-	-	-		-	

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal	orMAY 2014
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-19	Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
	Agreements or Statements	
52.204-2	Security Requirements	AUG 1996

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting	OCT 2015
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	JUL 2005
	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data	OCT 2010
	Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2016-O0009)	
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	MAY 2014
	Exceeding \$15,000	
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright	<b>DEC 2007</b>
	Infringement	
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local	FEB 2013
32.22) 1	Adjustments)	1 LD 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
32.232 40	Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.243-1 Alt II	ChangesFixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	ChangesCost-Reimbursement	AUG 1987
52.243-2 Alt II	ChangesCost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-	APR 2012
02.2.9 2	Price)	
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
	•	DEC 1991
252.201-7000	Contracting Officer's Representative	
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
252 202 7001	Officials	DEC 2000
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense	- DEC 2008
	Contract-Related Felonies	GED 4014
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party	OCT 2016
	Contractor Reported Cyber Incident Information	
	• •	

252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2016
	Incident Reporting	
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	OCT 2015
	The Government of a Country that is a State Sponsor of	
	Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program Basic	DEC 2017
	(Dec 2017)	
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States	OCT 2015
	and CanadaSubmission after Award	301 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7009	Restriction on Acquisition of Certain Articles Containing	OCT 2014
232.223-7007	Specialty Metals	001 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7012	Duty-Free EntryBasic (May 2016)	MAY 2016
252.225-7013	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7027	Exclusionary Policies And Practices Of Foreign Government	
252.225-7043	Antiterrorism/Force Protection Policy for Defense	JUN 2015
232.223-7043	Contractors Outside the United States	JUN 2013
252.225-7047	Exports by Approved Community Members in Performance	JUN 2013
232.223-7047	of the Contract	JUN 2013
252 225 7005 (Dev)	Contractor Personnel Performing in the United States Central	SED 2017
232.223-1993 (Dev)	Command Area of Responsibility (Deviation)	SEF 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
232.220-7001	Economic Enterprises, and Native Hawaiian Small Business	SEI 2004
	Concerns	
252.227-7013 Alt I	Rights in Technical DataNoncommercial Items (FEB 2014)	II IN 1005
232.227-7013 AII I	- Alternate I	JUN 1993
252 227 7014		EED 2014
252.227-7014	Rights in Noncommercial Computer Software and	FEB 2014
252 227 7016	Noncommercial Computer Software Documentation	TANI 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-	MAY 2013
252 227 7027	Furnished Information Marked with Restrictive Legends	A DD 1000
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
252 222 7210	Reports	DEC 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy	APR 2012
	Property	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016)

(a) Definitions. As used in this clause -

"Covered contractor information system" means an information system this is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as a public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

- (b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devises (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.

- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

## 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

- (a) Invoicing.
- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
  - (b) Reimbursing costs.
- (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
  - (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
  - (C) Direct labor;
  - (D) Direct travel;
  - (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-
  - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
  - (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contractor Shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
  - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
  - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
  - (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
  - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
  - (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
  - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
  - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement index exec comp/.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
  - (K) Federal and State income tax returns.
  - (L) Securities and Exchange Commission 10-K annual report.
  - (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
  - (i) the agreed-upon final annual indirect cost rates,
  - (ii) the bases to which the rates apply,
  - (iii) the periods for which the rates apply,
  - (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
  - (A) Determine the amounts due to the Contractor under the contract; and
  - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --
  - (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for prior overpayments or underpayments.
  - (h) Final payment.
- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

## **52.216-8 FIXED FEE (JUN 2011)**

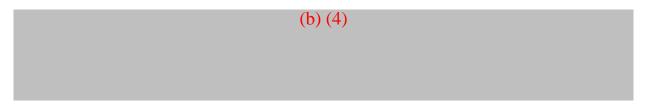
- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

## 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding (b) (4) dollars.
  - (b) The maximum amount for which the Government shall be liable if this contract is terminated is (b) (4) dollars.

## 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 (b) (4) 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.



#### 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR, Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
- (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
- (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become

applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

- (4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States
- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR, Part 9904 or a CAS rule or regulation in 48 CFR, Part 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

#### 52.232-16 PROGRESS PAYMENTS (APR 2012) - ALT II (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts.
- (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--
  - (i) In accordance with the terms and conditions of a subcontract of invoice; and
  - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
  - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
  - (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
  - (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
    - (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
  - (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
  - (2) Performance of this contract is endangered by the Contractor's --
    - (i) Failure to make progress; or
    - (ii) Unsatisfactory financial condition.
  - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above. (d) Title.

- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
  - (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall
  - (i) exclude the allocable costs of the property from the costs of contract performance, and
- (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
  - (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost. (see 45.101)
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g)Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
  - (3) Each Contractor request for progress payment shall:
- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
  - (ii) Include any additional supporting documentation requested by the Contracting Officer.
  - (h) Special terms regarding default. If this contract is terminated under the Default clause,
    - (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
- (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
  - (i) Reservations of rights.
    - (1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
  - (1) The amounts included are limited to --
    - (i) The unliquidated remainder of financing payments made; plus
    - (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
  - (ii) Are at least as favorable to the Government as the terms of this clause;
  - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
  - (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
  - (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments-
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
  - (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (1) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.
- (n) The Contracting Officer will liquidate progress payments made under this letter contract, unless previously liquidated under paragraph (b) of this clause, using the following procedures:
- (1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.
- (2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.
- (3) If this letter contract is partly terminated and partly superseded by a contract, the Government will allocate the unliquidated progress payments to the terminated and unterminated portions as the Government deems equitable, and will liquidate each portion under the relevant procedure in paragraphs (n)(1) and (n)(2) of this clause.
- (4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.
  - (o) The amount of unliquidated progress payments shall not exceed (b) (4)

## 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### **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 5 percent of 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 5 percent of 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 Certified 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:

\*(To be completed at definitization)

#### 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): https://www.acquisition.gov/far/ or http://farsite.hill.af.mil.

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
  - (b) Separately identify a payment amount for each contract line item included in the payment request.

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery:
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg\_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii types html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
  - (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Co	ntract Line, Subline, or Exhibit Line Item Number Item Description  None
Schedule or	ems for which the Government's unit acquisition cost is less than \$5,000 that are identified in the the following table:  ntract Line, Subline, or Exhibit Line Item Number Item Description
	None None

- (If items as identified in the Schedule, insert "See Schedule" in this table.)
- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number N/A.
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.
- (v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
- (3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology International symbology specification Data matrix; ECC200 data matrix specification.
  - (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.
  - (5) Unique item identifier.
    - (i) The Contractor shall--
      - (A) Determine whether to--
        - (1) Serialize within the enterprise identifier;
        - (2) Serialize within the part, lot, or batch number; or
        - (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
  - (ii) The issuing agency code--
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:
  - (1) Unique item identifier.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number (if there is serialization within the original part number).
  - (6) Lot or batch number (if there is serialization within the lot or batch number).
  - (7) Current part number (optional and only if not the same as the original part number).
  - (8) Current part number effective date (optional and only if current part number is used).
  - (9) Serial number (if concatenated unique item identifier is used).
  - (10) Government's unit acquisition cost.
  - (11) Unit of measure.
  - (12) Type designation of the item as specified in the contract schedule, if any.
  - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
  - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the

Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
  - (2) Unique item identifier of the embedded subassembly, component, or part.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
  - (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
  - (6) Original part number (if there is serialization within the original part number).\*\*
  - (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
  - (8) Current part number (optional and only if not the same as the original part number).\*\*
  - (9) Current part number effective date (optional and only if current part number is used).\*\*
  - (10) Serial number (if concatenated unique item identifier is used).\*\*
  - (11) Description.
    - \*\* Once per item.
  - (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
  - (2) Embedded items shall be reported by one of the following methods--
    - (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number <u>N/A</u>, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

#### 252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A by (b) (4) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a (b) (4) proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Definitization Proposal due from Contractor	05 October 2018
Subcontracting Plan due from Contractor	05 October 2018
Negotiation Start	20 November 2018
Certificate of Cost or Pricing due from Contractor	20 December 2018
Definitization Contract Award	04 January 2019

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
  - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) (b) (4)

### 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEVIATION 2018-00007)(DEC 2017)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

- (a) Definition. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.
- (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--
  - (1) Protege firms which are qualified organizations employing the severely disabled; and
  - (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
  - (d) The master plan is approved by the Contractor's cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
  - (f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
- (ii) Submit the consolidated SSR for an individual subcontracting plan in eSRS by selecting "Department of Defense (DoD)(9700)" from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The contractor shall not select anything lower.
  - (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
  - (ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

#### 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act. 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
- "Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance

with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.

- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --
  - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
  - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
  - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
  - (4) The Export Administration Regulations (15 CFR Parts 730-774);
  - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
  - (6) Executive Order 13222, as extended.
  - (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

#### 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

- (a) Definitions. As used in this clause--
- "Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.
- "Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.
- "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.
  - (b) System criteria. In the performance of this contract, the Contractor shall use--
- (1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and
- (2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.
- (c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.
- (d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.
- (e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--
  - (1) Contract award;
  - (2) The exercise of significant contract options; and

- (3) The incorporation of major modifications.
- During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.
- (h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.
- (4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.
- (k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:
- (1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

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

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

		TBD

### 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

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

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

- (b) Contractor personnel shall not interrogate detainees.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

#### 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)

- (a) Definitions. As used in this clause--
- "Acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (c) of this clause.
- "Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.
- "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.
- (b) General. The Contractor shall establish and maintain an acceptable purchasing system. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.
  - (c) System criteria. The Contractor's purchasing system shall--
- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
  - (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review:
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
  - (11) Document negotiations in accordance with FAR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
  - (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the FAR and DFARS flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements. including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, and the item marking requirements of 252.211-7003, Item Unique Identification and Valuation, if applicable;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions:
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
  - (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if--
- (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
- (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies. (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
- (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

#### 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

- (a) Definitions. As used in this clause--
- (1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
- (2) "Export-controlled" items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes-
- (i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
- (ii) Items, defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
  - (3) "Ineligible transferees" means individuals, entities, or countries--
- (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at https://www.acquisition.gov/;
  - (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
- (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
- (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
- (4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
- (5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.
- (b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at http://www.dcma mil/WBT/PCARSS/.
  - (1) The SF 1428 shall contain the following:
    - (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
- (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

- (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
- (iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at
- http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/.
- (2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.
- (c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--
  - (1) Forwarded to the Contracting Officer;
  - (2) Credited to the Government as part of the settlement agreement;
  - (3) Credited to the price or cost of the contract; or
  - (4) Applied as otherwise directed by the Contracting Officer.
- (d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.
- (e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.
- (f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.
- (g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
  - (h) Disposal of scrap.
    - (1) Contractor with scrap procedures.
- (i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.
- (ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.
- (2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.
  - (i) Sale of surplus Contractor inventory.
- (1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.
  - (2) Any sales contracts or other documents transferring title shall include the following statement:
- "The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."
  - (j) Restrictions on purchase or retention of Contractor inventory.
- (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--
  - (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
  - (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard: or
- (iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.
  - (2) The Contractor may conduct Internet-based sales, to include use of a third party.

- (3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.
- (4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.
- (5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.
- (6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.
- (7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.
- (8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.
- (9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:
- (i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
  - (ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.
- (A) Item(s) require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
- (B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
- (C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
- (iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--
- (A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;
- (B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or
- (C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	VERSION	PAGES	DATE
Exhibit A	CDRLs	N/A	26	23-MAY-18
Attachment 1	Statement of Work	1.0	39	23-MAY-18
Attachment 2	DD254	N/A	13	17-APR-18
Attachment 3	Spares List	O	1	11-MAY-18
Attachment 4	GFI/GFP List			
	*Will be attached via bilateral modif	ication after review	and approval.	
Attachment 5	Data Rights Assertions List			
*Will be attached via bilateral modification after review and approval.				

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID CO	PAGE OF PAGES  1 3		
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 P	ROJECT NO (Ifapplicable)		
P00005	09-Mar-2020	SEE SCHEDULE		(-11		
	N68936	7 ADMINISTERED BY (Ifother than item 6)	CODE	S2606A		
CDR NAWCWD CODE 254100D ATTN (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303	N00930	DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	0022	0200011		
CH NA LAKE CA 93555-5106						
8. NAME AND ADDRESS OF CONTRACTOR (I BOB NG COMPANY, THE	No., Street, County, S	štate and Zip Code)	9A. AMENDMENT	OF SOLICITATION NO.		
BOE NG (b) (6) 6200 JS MCDONNELL BLVD SANT LOUIS MO 63134-1939			9B. DATED (SEE I'			
SANT LOUIS MIO 03134 1939	20	aute <sup>2</sup>	10A. MOD. OF COI N6893618C0026	NTRACT/ORDER NO.		
CODE 76301	FACILITY COD	E	15-Jun-2018	11 EW 13)		
11.7	HIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICI	TATIONS			
The above numbered solicitation is amended as set forth  Offer must acknowledge receipt of this amendment prior	to the hour and date speci	filed in the solicitation or as amended by one of the	following methods:	not extended		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR THI	erence to the solicitation a		KNOWLEDGMENT TO B			
REJECTION OF YOUR OFFER If by virtue of this ame provided each telegram or letter makes reference to the so	•					
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACT SO T/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	athority) THE CHANGES SET FORTH IN	N ITEM 14 ARE MAD	E IN THE		
B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORT				anges in paying		
X C. THIS SUPPLEMENT AL AGREEMENT IS: FAR 43.103(a)(3), Mutual Agreement Between		RSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return1 c	opies to the issuing off	ice.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is realign funding from CLINs 0001 and CLIN 0005 to CLINs 0002 and 0003, as shown herein.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto fore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or 1	16A. NAME AND TITLE OF CON THOMAS VITALE / PROCURING CONTRACT	NG OFFICER				
15D COMERA CE OF CETTER CE	1.50 P. T. T. T.	TEL: (760) 939-1603	EMA L: thomas.vitale@na			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	16C. DATE SIGNED		
(Signature of person authorized to sign)		(Signature of Contracting Office	cer)	9-Mar-2020		

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### **SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000206 is added as follows:

ITEM NO SUPPLIES/SERVICES

**AMOUNT** 

000206 For Navy Accounting Purposes Only

CIN: 130071263500011 ACRN AB (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0004

SUBCLIN 000304 is added as follows:

ITEM NO SUPPLIES/SERVICES

**AMOUNT** 

000304 For Navy Accounting Purposes Only

CIN: 130071263500012 ACRN AC (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0004

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000206:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000304:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000101:

AA: 97-11X8242 2878 000 74782 0 065916 2D PKUA44 802985010SBG (CIN 130071263500001) was

decreased by (b) (4)

SUBCLIN 000206:

Funding on S	UBCLIN (	000206 is	initiated	as follow	/S
--------------	----------	-----------	-----------	-----------	----

ACRN: AB

CIN: 130071263500011

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985020SBG

FMS Case Number: KU-P-SBG

SUBCLIN 000304:

Funding on SUBCLIN 000304 is initiated as follows:

ACRN: AC

CIN: 130071263500012

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985030SBG

FMS Case Number: KU-P-SBG

SUBCLIN 000501:

AD: 97-11X8242 2878 000 74782 0 065916 2D PKUA44 802985040SBG (CIN 130071263500004) was decreased by (b) (4)

(End of Summary of Changes)

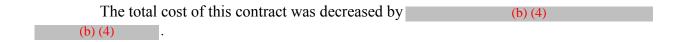
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID	CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		PROJECTN	NO (Ifapplicable)
P00006	12-Nov-2020	SEE SCHEDULE	ľ	TROSECTI	(C (Happineaore)
			CODE	S2606	Δ.
CODE CODE D210000 ATTN (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555-6108	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	CODE	52000	A
8. NAME AND ADDRESS OF CONTRACT OR () BOE NG COMPANY, THE	No., Street, County, S	state and Zip Code)	9A. AMENDMEN	NT OF SOL	LICITATION NO.
BOE NG (b) (6) 6200 JAMES S MCDONNELL BLVD		. [	9B. DATED (SEE		
SA NT LOUIS MO 63134-1939		au ire	10A_MOD_OF C N6893618C0026		
CODE 76301	FACILITY COD	<u>E</u>	10B. DATED (SE 15-Jun-2018	EE ITEM 1	13)
11.7	HIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICI	TATIONS		
The above numbered solicitation is amended as set forth  Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a ref RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER If by virtue of this ame provided each telegramor letter makes reference to the so	to the hour and date speci copies of the amendmen erence to the solicitation as ERECEIPT OF OFFERS F endment you desire to char	fied in the solicitation or as amended by one of the t; (b) By acknowledging receipt of this amendment ind amendment numbers FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED In inge an offer already submitted, such change may be	on each copy of the offer of KNOWLEDGMENT TO MAY RESULT IN made by telegramor letter	) BE	ded
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITEM			
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	nthority) THE CHANGES SET FORTH II	N ITEM 14 ARE MA	ADE IN TH	ΙΕ
B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORTI				changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS: FAR 43.103(a)(3) Mutual Agreement of the Pa		RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return1	opies to the issuing o	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Modification Control Number: (b) (6)  The purpose of this modification is to definitize CLINs 0001, 0002, and 0003, add additional funding, incorporate updated Section J. documents, and incorporate new or updated clauses as shown herein.  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 1	16A. NAME AND TITLE OF CON HENRYM. FROHLICH / PROCURING CONTR	RACTING OFFICER		or print)	
15D COMERA CE OF CETTER CE	1.50 P. T. T. T.	TEL: (760) 939-7301	EMA L: henry.frohlich(		DATE SO
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI			_	C. DATE SIGNED
(Signature of person authorized to sign)		BY Henry 5re		12	2-Nov-2020

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

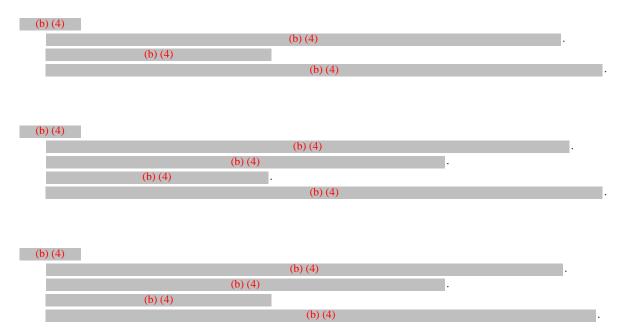
### The following items are applicable to this modification: $\underline{SUMMARY\ OF\ CHANGES}$

#### **SUMMARY OF CHANGES**

#### SECTION A - SOLICITATION/CONTRACT FORM



#### SECTION B - SUPPLIES OR SERVICES AND PRICES



SUBCLIN 000102 is added as follows:

ITEM NO SUPPLIES/SERVICES 000102 For Navy Accounting Purposes Only

AMOUNT

CIN: 130071263500015 ACRN AA (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0005

SUBCLIN 000207 is added as follows:

ITEM NO SUPPLIES/SERVICES

000207 For Navy Accounting Purposes Only

CIN: 130071263500016 ACRN AB (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0005

SUBCLIN 000305 is added as follows:

ITEM NO SUPPLIES/SERVICES

AMOUNT

**AMOUNT** 

000305 H12K SCS CLIN 0003 Funding

CIN: 130071263500017 ACRN AA (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0005

#### SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

#### **CLIN DESCRIPTIONS**

<u>CLIN 0001</u> – The Contractor shall provide System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft software development, modification, and integration inclusive of all work to the Build 3.1 Build Release Review (BRR) in accordance with the applicable Attachment (1) Statement of Work paragraphs.

<u>CLIN 0002</u> – The Contractor shall provide System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft software development, modification, and integration inclusive of all work from completion of Build 3.1 BRR to end of Development Test Phase B (DT-B) testing, reporting completion and training ready software in accordance with the applicable Attachment (1) Statement of Work paragraphs.

<u>CLIN 0003</u> – The Contractor shall provide System Configuration Set (SCS) H12K for the Kuwait Air Force (KAF) Configured F/A-18 E/F Aircraft software development, modification, testing and support inclusive of all work from completion of Build 4 Preliminary Design Review (PDR)/Critical Design Review (CDR) through DT-C testing & reporting completion in accordance with the applicable Attachment (1) Statement of Work paragraphs.

<u>CLIN 0004</u> – The data to be delivered in accordance with Contract Data Requirements List (CDRLs) DD Form 1423-1, Exhibit A.

### C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (OCT 2020)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract under (b) (4) for the Naval Air Warfare Center Weapons Division via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom Telecommunications Transmission (D304) and Internet (D322) ONLY.
  - (5) S. Utilities ONLY;
  - (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address https://www.sam.gov.

Reporting inputs will be for the labor executed during the peril of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://www.sam.gov">https://www.sam.gov</a>.

The following have been deleted:

C-TXT-ECMRA Required Enterprise-Wide Contractor Manpower Reporting NOV 2017

Application (ECMRA) Information

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000207:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000305:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following have been modified:

#### 5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVAIR) (OCT 2005)

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by <u>The Boeing Company</u> at the contractor's or subcontractor's plant located at <u>6200 JS McDonnell Blvd.</u>, <u>Bldg. 100</u>, <u>St. Louis, MO 63134</u>. Final inspection and acceptance shall be made by <u>the Technical Point of Contact and Block Lead</u>, (b) (6) within <u>30 days</u> after receipt of supplies at NAWCWD, China Lake.
- (b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

CLIN 0002 – Initial inspection of the supplies to be furnished hereunder shall be made by The Boeing Company at the Contractor's plant located at 6200 JS McDonnell Blvd., Bldg. 100, St. Louis, MO 63134. The effort will be considered complete upon (1) successful completion of Development Test Phase B (DTB) aircraft flight testing requirements defined in Revision B to CDRL A00M SD-565-3-2 (KW) Volume 1 & 2 Verification Matrix dated May 11, 2018 and (2) the Active Electronically Scanned Array (AESA) Radar Set [FMS Config] AN/APG-79(V)3 Test Points defined in AS-6195-KW Proposed Specification Change Notice (PSCN) K004. Upon the completion of these test points, all open Software Anomaly Reports (SARs) for that system shall be dispositioned and all approved Priority A and B SARs, including any SARs associated with Kuwait Provisos defined in N00019-18-C-1025 Attachment 15 "Kuwait F/A-18E/F Super Hornet Configuration Baseline" that originated during the development of these systems for Kuwait shall be corrected in accordance with Contract N68936-18-C-0026 Development Change Review Board (DCRB) life cycle, Criteria for Priority A and Priority B SARs definitions provided below:

N68936-18-C-0026 H12K System Configuration Set (SCS) DCRB Life Cycle Definitions

IMP Advanced Weapons Laboratory (AWL) has authorized/Boeing has coded "fix" in the Agreed Delivery Build APP AWL has authorized a "fix" in the Agreed Delivery Build

ANA AWL has authorized Boeing investigation (e.g. estimate of scope of fix) to be reported back to AWL

MON AWL is monitoring for a decision/awaiting COG or other input on path forward

TSTBoeing has delivered a fix in a Version Description Document (VDD), AWL to evaluate the fix

CLS Fix has been validated, SAR is closed

CNX SAR is no longer valid (e.g. Overcome By Events, Cannot Duplicate, Duplicate of existing SAR, No longer a Problem)

DEF SAR is no longer being investigated within H12K SCS, and has an associated unassigned to the H12K SCS

N68936-18-C-0026 H12K System Configuration Set (SCS) DCRB Criteria for Priority A and Priority B SARs

A deficiency that presents a moderate or high likelihood of:

A The loss of life or injury to ground personnel or aircrew.

A Aircraft damage or loss (non-combat).

A Jeopardizing program security

B Adversely affects the accomplishment of an operational or mission essential capability with no known acceptable workaround

B Severely affects the testing or maintenance of the system with no known workaround

Upon issuance of the DTB Final Flight Clearance Recommendation by AIR4.0P, Final inspection and acceptance shall be made by the Technical Point of Contact and Block Lead, (b) (6) , within 30 days after receipt of supplies at NAWCWD, China Lake.

CLIN 0003 – Initial inspection of the supplies to be furnished hereunder shall be made by The Boeing Company at the Contractor's plant located at 6200 JS McDonnell Blvd., Bldg. 100, St. Louis, MO 63134. The effort will be considered complete upon successful completion of Development Test Phase C (DTC) aircraft flight testing requirements defined in Revision B to CDRL A00M SD-565-3-2 (KW) Volume 1 & 2 Verification Matrix dated May 11, 2018. Upon the completion of these test points, all open Software Anomaly Reports (SARs) for that system shall be dispositioned and all approved Priority A and B SARs, including any SARs associated with Kuwait Provisos defined in N0001918C1025 Attachment 15 "Kuwait F/A-18E/F Super Hornet Configuration Baseline" that originated during the development of these systems for Kuwait shall be corrected in accordance with Contract N68936-18-C-0026 Development Change Review Board (DCRB) life cycle, Criteria for Priority A and Priority B SARs definitions provided below:

N68936-18-C-0026 H12K System Configuration Set (SCS) DCRB Life Cycle Definitions

IMPAdvanced Weapons Laboratory (AWL) has authorized/Boeing has coded "fix" in the Agreed Delivery Build

APP AWL has authorized a "fix" in the Agreed Delivery Build

ANA AWL has authorized Boeing investigation (e.g. estimate of scope of fix) to be reported back to AWL

MON AWL is monitoring for a decision/awaiting COG or other input on path forward

TSTBoeing has delivered a fix in a Version Description Document (VDD), AWL to evaluate the fix

CLS Fix has been validated, SAR is closed

CNX SAR is no longer valid (e.g. Overcome By Events, Cannot Duplicate, Duplicate of existing SAR, No longer a Problem)

DEF SAR is no longer being investigated within H12K SCS, and has an associated unassigned to the H12K SCS

N68936-18-C-0026 H12K System Configuration Set (SCS) DCRB Criteria for Priority A and Priority B SARs

A deficiency that presents a moderate or high likelihood of:

A The loss of life or injury to ground personnel or aircrew.

A Aircraft damage or loss (non-combat).

A Jeopardizing program security

B Adversely affects the accomplishment of an operational or mission essential capability with no known acceptable workaround

B Severely affects the testing or maintenance of the system with no known workaround

Upon issuance of the DTC Final Flight Clearance Recommendation by AIR4.0P, Final inspection and acceptance shall be made by the Technical Point of Contact and Block Lead, (b) (6) , within 30 days after receipt of supplies at NAWCWD, China Lake.

The Government reviews, inspections, authorization, and acceptance activities set forth in this Section E shall be done in a timely and good-faith manner. All Government authorizations, approvals, evaluations, or concurrences as set forth herein shall not be unreasonably withheld, and any Government rejections, disapprovals, or non-concurrences shall include specific reference to all contractual requirements that the Government asserts have not been met by the Contractor and will provide sufficient detail to permit corrective if applicable.

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
18-APR-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-AUG-2019 (b) (4) NAWCWD CODE DC24200 N68936

(b) (6)

1 ADMINISTRATION CIRCLE, BLDG 20279

HANGAR 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555

(b) (6) FOB: Destination

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 12-JUN-2018 TO N/A CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6) FOB: Destination

30-SEP-2020

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

POP 12-JUN-2018 TO N/A NAWCWD CODE DC24200 N68936

30-APR-2022 (b) (6)

1 ADMINISTRATION CIRCLE, BLDG 20279

HANGAR 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555

(b) (6) FOB: Destination

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 12-JUN-2018 TO N/A CDR NAWCWD CODE 491D00D N68936

30-SEP-2022 (b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 12-JUN-2018 TO N/A NAWCWD CODE DC24200 N68936

30-DEC-2022 (b) (

1 ADMINISTRATION CIRCLE, BLDG 20279

HANGAR 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555

(b) (6)

FOB: Destination

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AA

CIN: 130071263500015

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985010SBG

FMS Case Number: KU-P-SBG

SUBCLIN 000207:

Funding on SUBCLIN 000207 is initiated as follows:

ACRN: AB

CIN: 130071263500016

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985020SBG

FMS Case Number: KU-P-SBG

#### SUBCLIN 000305:

Funding on SUBCLIN 000305 is initiated as follows:

ACRN: AA

CIN: 130071263500017

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985010SBG

FMS Case Number: KU-P-SBG

The following have been added 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:

(b) (6)

H12K Block Manager CODE: D571000 Tel: (b) (6) (b) (6)

- (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 inquires.
- (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.

The following have been modified:

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
  - (1) Document type. The Contractor shall use the following document type(s).

Voucher, Invoice and/or Receiving Report

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Naval Air Warfare Center Weapons Division, China Lake

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

Routing Data Table*		
Field Name in WAWF	Data to be entered in WAWF	Data to be entered in WAWF
	(b) (4)	(b) (4)
Pay Official DoDAAC:	HQ0339	HQ0339
Issue By DoDAAC:	N68936	N68936
Admin DoDAAC:	S2606A	S2606A
Inspect By DoDAAC:	See Schedule	Not Applicable
Ship To Code:	See Schedule	Not Applicable
Ship From Code:	Not Applicable	Not Applicable
Mark For Code:	N68936	Not Applicable
Service Approver (DoDAAC):	Not Applicable	S2606A
Service Acceptor (DoDAAC):	Not Applicable	Not Applicable
Accept at Other DoDAAC:	N68936	Not Applicable
LPO DoDAAC:	Not Applicable	Not Applicable
DCAA Auditor DoDAAC:	Not Applicable	HAA640
Other DoDAAC(s):	Not Applicable	Not Applicable

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(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. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

(a) The Contracting Officer has designated (b) (6) Code 491D00D, 1Administration Road, China Lake 93555, (760) 384-8221, as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: see COR designation letter.

(b) The effective period of the COR designation is the period of performance of this contract (until all deliveries specified in Sections B and F herein have been completed).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### H-TXT-GFP RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR)(MAY 2016)

(a) Pursuant to FAR 45.301, authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

All property accountable under the following Contracts:

N68936-14-D-0008

N68936-18-D-0026

N00019-18-C-1060

N00019-14-C-0032

N00019-17-C-0003

N00019-14-C-0068 Specific items listed as part of DCMA modification A00002

N00019-18-C-1025

Use of Government Property accountable under other contracts is to be determined.

- (b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.
- (c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

**SECTION I - CONTRACT CLAUSES** 

The following have been added by reference:

52.204-25	Prohibition on Contracting for Certain Telecommunications	AUG 2020
	and Video Surveillance Services or Equipment.	
52.244-6	Subcontracts for Commercial Items	AUG 2020

The following have been added by full text:

#### 52.232-16 PROGRESS PAYMENTS (JUN 2020) (DEVIATION 2020-00010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts.
- (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 90 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—
- (i) In accordance with the terms and conditions of a subcontract or invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for-
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 90 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 90 percent of the amount invoiced, whichever is less. The

Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above. (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records.

- (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:
- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
- (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments, and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to—
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments—
- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause:
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor:
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) Due date. The designated payment office will make progress payments on the \_\_\_\_\_ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

The following have been modified:

#### 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding (b) (4) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is (b) (4) dollars.

Applicable to CLIN 0005

#### **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 5 percent of 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 5 percent of 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: Not Applicable

(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 Certified 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:

**None** 

data supporting its proposal.

#### 252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a (b) (4) proposal and certified cost or pricing

(b) The schedule for definitizing this contract action is as follows:

<u>Definitization Proposal due from Contractor</u>	30 August 2019
Subcontracting Plan due from Contractor	30 August 2019
Negotiation Start	31 October 2019
Certificate of Cost or Pricing due from Contractor	10 January 2020
Definitization Contract Award	20 January 2020

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
  - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d)

#### The following have been deleted:

52.232-16 Alt II	Progress Payments (Apr 2012) Alternate II	APR 2003
52.244-6	Subcontracts for Commercial Items	NOV 2017
252.234-7002	Earned Value Management System	MAY 2011

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

# EXHIBIT/ATTACHMENT TABLE OF CO SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been changed

#### From:

#### EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
Attachment 1	Statement of Work	38	02-APR-2019
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	22-AUG-2019
Attachment 4	Resource Distribution Ta	ıble	
	*Will be attached via bila	ateral modification after re-	view and approval
Attachment 5	Contract Plan		
	*Will be attached via bila	ateral modification after re-	view and approval
Attachment 6	GFI/GFP List		
	*Will be attached via bila	ateral modification after re-	view and approval
Attachment 7	Data Rights Assertions L	ist	
	*Will be attached via bila	ateral modification after re-	view and approval

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Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020

			N6893618C0026 P00006 Page 19 of 19
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	03-Nov-2020

(End of Summary of Changes)

AMENDMENT OF SOLICITA	1 CONTRACT ID	CODE	PAGE OF PAGES			
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		S DDOECT	1 4 NO (Ifapplicable)	
		SEE SCHEDULE	-	PROJECTI	NO (Irappiicable)	
P00007	23-Feb-2021		CODY	Leaene	· A	
6 ISSUED BY CODE  CDR NAWCWD CODE D210000  (b) (6) (1) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	CODE	S2606	)A	
8. NAME AND ADDRESS OF CONTRACTOR BOENG COMPANY, THE	No., Street, County, S	State and Zip Code)	9A. AMENDME	NT OF SOI	LICITATION NO.	
BOE NG (b) (d) 6200 JAMES S MCDONNELL BLVD		. [	9B. DATED (SEI			
SA NT LOUIS MO 63134-1939		auire	10A. MOD. OF C N6893618C0026			
CODE 76301	FACILITY COD		10B. DATED (S 15-Jun-2018	EE II EM I	13)	
		PPLIES TO AMENDMENTS OF SOLICE		is not exten		
The above numbered solicitation is amended as set fortl  Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER If by virtue of this an provided each telegram or letter makes reference to the	r to the hour and date speci copies of the amendmen ference to the solicitation of E RECEIPT OF OFFERS I rendment you desire to char	ified in the solicitation or as amended by one of the it; (b) By acknowledging receipt of this amendment and amendment numbers FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED! nge an offer already submitted, such change may be	on each copy of the offer KNOWLEDGMENT TO MAY RESULT IN made by telegramor lette	submitted; O BE		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH I	N ITEM 14 ARE MA	ADE IN TH	ΙΈ	
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT				s changes in	paying	
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Bilateral Modification	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	copies to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Modification Control Number: (b) (6)  The purpose of this modification is to incorporate Impact Assessment 008 to CLIN 0003.  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 CON THOMAS VITALE / PROCURING CONTRACT		ER (Type o	or print)	
		TEL: (760) 939-1603	EMA L: thomas.vitale	@navy mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	_ 160	C. DATE SIGNED	
(Company of Art 1)		BY OSC OCCUPATION OF CONTRACT	300	<u> </u>	3-Feb-2021	
(Signature of person authorized to sign)	1	(Signature of Contracting Office	cer)	1		

## **SUMMARY OF CHANGES**

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

# SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

SUBCLIN 000306 is added as follows:

ITEM NO SUPPLIES/SERVICES

AMOUNT

000306 For Navy Accounting Purposes Only

CIN: 130071263500019 ACRN AC (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0006

### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000306:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A N/A N/A

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000306:

Funding on SUBCLIN 000306 is initiated as follows:

ACRN: AC

CIN: 130071263500019

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985030SBG

FMS Case Number: KU-P-SBG

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	*Will be attached via	bilateral modification	on after review and approval

# To:

# EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
Attachment 1	Statement of Work	45	12-NOV-2020
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019

N6893618C0026 P00007 Page 4 of 4

Attachment 10 Supplemental Statement of Requirements (SOR) List 1 23-Feb-2021

(End of Summary of Changes)

AMENDMENT OF SOLICITA	ICATION OF CONTRACT	1 CONTRACT ID C	11102 01 111020			
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	A DECLINATION/DIDCUASE DEC. NO.	5.1	2 POECTNO (Ifamilianhia)		
		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	3 1	PROJECT NO (Ifapplicable)		
P00008	09-Mar-2021			Tanana		
6 ISSUED BY CODE  CDR NAWCWD CODE D210000  (b) (6) (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	CODE	S2606A		
8. NAME AND ADDRESS OF CONTRACTOR ( BOENG COMPANY, THE	No., Street, County, S	State and Zip Code)	9A. AMENDMENT	OF SOLICITATION NO.		
BOE NG (b) (6) 6200 JAMES S MCDONNELL BLVD		. [	9B. DATED (SEE I			
SA NT LOUIS MO 63134-1939		auire,		NTRACT/ORDER NO.		
CODE 76301	FACILITY COD		10B. DATED (SEE 15-Jun-2018	FITEM 13)		
11.	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICI	TATIONS			
The above numbered solicitation is amended as set forth  Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER If by virtue of this am provided each telegram or letter makes reference to the se	r to the hour and date speci copies of the amendmen ference to the solicitation of E RECEIPT OF OFFERS I endment you desire to char	ified in the solicitation or as amended by one of the t; (b) By acknowledging receipt of this amendment and amendment numbers FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED! age an offer already submitted, such change may be	following methods: on each copy of the offer su KNOWLEDGMENT TO E MAY RESULT IN made by telegramor letter,			
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACT S/ T/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	nthority) THE CHANGES SET FORTH II	N ITEM 14 ARE MAI	E IN THE		
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				nanges in paying		
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Bilateral Modification	ENTERED INTO PU	RSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	opies to the issuing of	fice.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Modification Control Number: (b) (6)  The purpose of this modification is to update the Supplemental Statement of Requirements (SOR) List in Section J to include Impact Assessment 007, which will be incorporate in CLIN 0002; and to de-obligate funds to correct the MILSTRIP number upon re-obligation.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto fire changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CON THOMAS VITALE / PROCURING CONTRACT	NG OFFICER			
	<del>-</del>	TEL: (760) 939-1603	EMA L: thomas.vitale@r			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	16C. DATE SIGNED		
(Cimpton of many out - in the in		BY Company of Company of Occurrent of Occurr	34	2 09-Mar-2021		
(Signature of person authorized to sign)	1	(Signature of Contracting Office	cer)	1		

## **SUMMARY OF CHANGES**

SECTION A	- SOI	ICITAT	TION/CONTR	ACT FORM
DECTION A	- 17(7)		10719/02/19119	

The total cost of this contract was increased by (b) (4)

# SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

SUBCLIN 000208 is added as follows:

ITEM NO SUPPLIES/SERVICES

AMOUNT

000208 For Navy Accounting Purposes Only

CIN: 130071263500021 ACRN AB (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0007

### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000208:

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by

(b) (4)

(b) (4)

SUBCLIN 000207:

AB: 97-11X8242 2878 000 74782 0 065916 2D PKUA44 802985020SBG (CIN 130071263500016) was decreased (b) (4)

SUBCLIN 000208:

Funding on SUBCLIN 000208 is initiated as follows:

ACRN: AB

CIN: 130071263500021

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985020SBG

FMS Case Number: KU-P-SBG

# SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

 $\frac{\text{EXHIBIT/ATTACHMENT TABLE OF CO}}{\text{SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS}}$ 

The below Table of Contents has been changed

From:

## EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
Attachment 1	Statement of Work	45	12-NOV-2020
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	23-Feb-2021

To:

#### EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
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Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		

			P00008
			Page 4 of 4
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	09-Mar-2021

N6893618C0026

(End of Summary of Changes)

AMENDMENT OF SOLICITA	ICATION OF CONTRACT	1 CONTRACT ID C	PAGE OF PAGES  1 2	
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5	PROJECTNO (Ifapplicable)
P00009	25-Mar-2021	SEE SCHEDULE		(-11
6 ISSUED BY CODE	N68936	7 ADMINISTERED BY (Ifother than item 6)	CODE	S2606A
CDR NAWCWD CODE D210000 ATTN (b) (6)	1400930	DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355	0022	02000/1
(b) (c) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555		ST. LOUIS MO 63042		
8. NAME AND ADDRESS OF CONTRACTOR ( BOENG COMPANY, THE BOENG	No., Street, County, S	State and Zip Code)		T OF SOLICITATION NO.
(b) (6) 6200 JAMES S MCDONNELL BLVD SANT LOUIS MO 63134-1939			9B. DATED (SEE	
TAACI		aur <del>e</del>	10B. DATED (SE	ONTRACT/ORDER NO.
CODE 76301	FACILITY COD	, , , , , , , , , , , , , , , , , , ,	15-Jun-2018	3 11 2.11 13)
		PPLIES TO AMENDMENTS OF SOLICI	TATIONS	
The above numbered solicitation is amended as set forth	in Item 14 The hour and	date specified for receipt of Offer	is extended,	is not extended
Offer must acknowledge receipt of this amendment prior	r to the hour and date spec	ified in the solicitation or as amended by one of the	following methods:	
(a) By completing Items 8 and 15, and returning	-	t; (b) By acknowledging receipt of this amendment	-	nbmitted;
or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH				BE
REJECTION OF YOUR OFFER If by virtue of this am				
provided each telegramor letter makes reference to the s	•			
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)			
See Schedule				
		O MODIFICATIONS OF CONTRACT SO T/ORDER NO. AS DESCRIBED IN ITEM		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	athority) THE CHANGES SET FORTH II	N ITEM 14 ARE MAI	DE IN THE
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				hanges in paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Bilateral Modification		RSUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modification and a	authority)			
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	opies to the issuing of	fice.
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to deobligate de-obligated from CLIN 0002.	, ,		-	
Except as provided herein, all terms and conditions of the do	cument referenced in Item	PA or 10A, as hereto fore changed, remains unchang	ed and in full force and effe	ct
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CON		
, , ,	-	THOMAS VITALE / PROCURING CONTRACT	NG OFFICER	
	_	TEL: (760) 939-1603	EMA L: thomas.vitale@	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	16C. DATE SIGNED
		BY	500	25-Mar-2021
(Signature of person authorized to sign)		(Signature of Contracting Offic	cer)	

# **SUMMARY OF CHANGES**

Accounting and Appropriation

(End of Summary of Changes)

Summary for the Payment Office

, and the second			
As a result of this modification,	the total funded amount for thi	s document was decreased by	(b) (4)
(b) (4)			
SUBCLIN 000207:			
AB: 97-11X8242 2878 000 747	82 0 065916 2D PKUA44 8029	985020SBG (CIN 130071263500	0016) was
increased by	(b) (4)		
SUBCLIN 000305:			
AA: 97-11X8242 2878 000 747	82 0 065916 2D PKUA44 8029	985010SBG (CIN 130071263500	0017) was
decreased by	(b) (4)		

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT I	D CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		5 PROJECT	NO (Ifapplicable)
P00010	15-Apr-2021	SEE SCHEDULE		J I ROJECTI	(Happireaore)
6 ISSUED BY CODE			COD	E S2606	20
CODE CODE D210000 ATTN (b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	сор	E 52000	DA .
CH NA LAKE CA 93555					
8. NAME AND ADDRESS OF CONTRACTOR ( BOENG COMPANY, THE	No., Street, County, S	State and Zip Code)	9A. AMENDME	NT OF SOI	LICIT ATION NO.
BOE NG (b) (6) 6200 JAMES S MCDONNELL BLVD SANT LOUIS MO 63134-1939			9B. DATED (SE		. +
		auure:	10A. MOD. OF N6893618C002		
CODE 76301	FACILITY COD		X 15-Jun-2018	SEE II LIVI	13)
	IIII I COD	PPLIES TO AMENDMENTS OF SOLICE	ITATIONS		
The above numbered solicitation is amended as set forth	in Item 14 The hour and o	date specified for receipt of Offer	is extended,	is not exten	ıded
Offer must acknowledge receipt of this amendment prior			following methods:	_	
(a) By completing Items 8 and 15, and returning	-	t; (b) By acknowledging receipt of this amendment	-	r submitted;	
or (c) By separate letter or telegram which includes a re				O BE	
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER If by virtue of this am				er	
provided each telegramor letter makes reference to the s				ei,	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH I	N ITEM 14 ARE M	ADE IN T	ΗE
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				s changes ir	ı paying
C. THIS SUPPLEMENT AL AGREEMENT IS		RSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and a FAR 52.232-22 Limitation of Funds	uthority)				
E. IMPORTANT: Contractor X is not,	is required to sign	n this document and return	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to re-obligate			ation/contract subje	ect matter	
Except as provided herein, all terms and conditions of the do	cument referenced in Item (	A or 10A, as heretofore changed, remains unchang	red and in full force and	effect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CON			or print)
The state of section (1) pe of	,	THOMAS VITALE / PROCURING CONTRACT		(_)po (	/
		TEL: (760) 939-1603	EMAL: thomas.vitale	e@navy mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	ICA	160	C. DATE SIGNED
		BY ASSE	300		5 Apr 2024
(Signature of person authorized to sign)		(Signature of Contracting Offi	cer)	—   K	5-Apr-2021

\$0.00

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# **SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000307 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT \$0.00

For Navy Accounting Purposes Only

(b) (4) PURCHASE REQUEST NUMBER: 1300712635-0008

NET AMT \$0.00

ACRN AA (b) (4)

CIN: 130071263500022

SUBCLIN 000308 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

000308

For Navv Accounting Purposes Only

(b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0008

NET AMT \$0.00

ACRN AC (b) (4)

CIN: 130071263500023

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000307:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000308:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

(b) (4)

SUBCLIN 000307:

Funding on SUBCLIN 000307 is initiated as follows:

ACRN: AA

CIN: 130071263500022

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total (b) (4)

Cost Code: 802985010SBG

SUBCLIN 000308:

Funding on SUBCLIN 000308 is initiated as follows:

ACRN: AC

CIN: 130071263500023

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985030SBG

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT I	1 CONTRACT ID CODE	
					1 3
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		5 PROJECTI	NO (Ifapplicable)
P00011	15-Jun-2021	SEE SCHEDULE			
6 ISSUED BY CODE	N68936	7 ADMINISTERED BY (If other than item 6) DCMA BOEING ST. LOUIS	COD	S2606	iA .
CDR NAWCWD CODE D210000 ATTN (b) (6)		325 MCDONNELL BLVD M C 3061355			
(b) (6) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555		ST. LOUIS MO 63042			
8. NAME AND ADDRESS OF CONTRACTOR ( BOENG COMPANY, THE BOENG	No., Street, County, S	state and Zip Code)	9A. AMENDME	ENT OF SOI	LICITATION NO.
(b) (f) 6200 JAMES S MCDONNELL BLVD SA NT LOUIS MO 63134-1939			9B. DATED (SE		. +
		aure	X 10A MOD OF N6893618C002		
CODE 76301	FACILITY COD	Ē	X 15-Jun-2018	SEE II EWI	13)
		PPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
The above numbered solicitation is amended as set forth	in Item 14 The hour and	date specified for receipt of Offer	is extended,	is not exten	ded
Offer must acknowledge receipt of this amendment prio	r to the hour and date spec	ified in the solicitation or as amended by one oft	he following methods:	_	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		t; (b) By acknowledging receipt of this amendme			
RECEIVED AT THE PLACE DESIGNATED FOR TH				IO BE	
REJECTION OF YOUR OFFER If by virtue of this an		-		ter,	
provided each telegramor letter makes reference to the s		ment, and is received prior to the opening hour a	nd date specined		
<ol> <li>ACCOUNTING AND APPROPRIATION DA See Schedule</li> </ol>	TTA (II Tequirea)				
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE M	IADE IN TH	IE
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				s changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Bilateral Modification	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and	authority)				
E. IMPORT ANT: Contractor is not,	X is required to sign	n this document and return 1	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to de-obligation.			itation/contract subje	ect matter	
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9	A or 10A, as hereto fore changed, remains unchar	nged and in full force and	effect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO	_		or print)
		THOMAS VITALE / PROCURING CONTRAC			
15D CONTERACTOR/OFFEROR	150 DATE OF COME	TEL: (760) 939-1603	EMAL: thomas.vital		DATE COMES
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMER	TICA	- 160	DATE SIGNED
(6)		BY Company	500	<u> </u>	5-Jun-2021
(Signature of person authorized to sign)	1	(Signature of Contracting Of	ficer)		

# **SUMMARY OF CHANGES**

# SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b) (4)
(b) (4)

# SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)
(b) (4)
(b) (4)

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-FEB-2021	(b) (4)	CDR NAWCWD CODE 491D00D (b) (6) NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
12-FEB-2021	(b) (4)	NAWCWD CODE DC24200  (b) (6)  1 ADMINISTRATION CIRCLE, BLDG 2027 HANGAR 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555  (b) (6) FOB: Destination	N68936 79

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

As a result of this modification, the	ne total funded amount for this	s document was decreased by	(b) (4)
(b) (4)			
SUBCLIN 000501:			
AD: 97-11X8242 2878 000 7478	2 0 065916 2D PKUA44 8029	985040SBG (CIN 130071263500)	004) was
decreased by	(b) (4)		
(End of Summary of Changes)			

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID CO	DE PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PI	OJECT NO (Ifapplicable)
P00012	08-Jul-2021	SEE SCHEDULE		(-11,
6 ISSUED BY CODE	N68936	7 ADMINISTERED BY (Ifother than item 6)	CODE	S2606A
CDR NAWCWD CODE D210000 ATTN (b) (6)	1400930	DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355	0022	C25050/1
1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555		ST. LOUIS MO 63042		
8. NAME AND ADDRESS OF CONTRACTOR ( BOENG COMPANY, THE BOENG	No., Street, County, S	State and Zip Code)		OF SOLICITATION NO.
(b) (6) 6200 JAMES S MCDONNELL BLVD SA NT LOUIS MO 63134-1939			9B. DATED (SEE IT	
FNAC		aulre	N6893618C0026 10B. DATED (SEE	TRACT/ORDER NO.
CODE 76301	FACILITY COD	)E	15-Jun-2018	,
11.7	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICI	TATIONS	
The above numbered solicitation is amended as set forth	in Item 14 The hour and	date specified for receipt of Offer	is extended, is	not extended
Offer must acknowledge receipt of this amendment prior	r to the hour and date speci	ified in the solicitation or as amended by one of the	following methods:	
(a) By completing Items 8 and 15, and returning		t; (b) By acknowledging receipt of this amendment	• •	•
or (c) By separate letter or telegramwhich includes a re: RECEIVED AT THE PLACE DESIGNATED FOR TH				
REJECTION OF YOUR OFFER If by virtue of this am				
provided each telegramor letter makes reference to the s	olicitation and this amend	ment, and is received prior to the opening hour and	l date specified	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)			
See Schedule				
		O MODIFICATIONS OF CONTRACT SO T/ORDER NO. AS DESCRIBED IN ITEM		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH IN	NITEM 14 ARE MADI	IN THE
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAR		nges in paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a)(3) Mutual Agreement of Partie	es	RSUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modification and a	authority)			
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1 c	opies to the issuing offi	ie.
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: (b) (6) The purpose of this modificatin is to update the Assessments 011, 012, and 015 under CLIN 0	e Supplemental Stater			
Except as provided herein, all terms and conditions of the do	cument referenced in Item ⊊	PA or 10A, as heretofore changed, remains unchang	ed and in full force and effect	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CON THOMAS VITALE / PROCURING CONTRACT	NG OFFICER	
	T	TEL: (760) 939-1603	EMA L: thomas.vitale civ@	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	16C. DATE SIGNED
		BY	500	08-Jul-2021
(Signature of person authorized to sign)	1	(Signature of Contracting Office	er)	

# **SUMMARY OF CHANGES**

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

# SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

SUBCLIN 000309 is added as follows:

ITEM NO SUPPLIES/SERVICES 000309 For Navy Accounting Purposes Only

AMOUNT

**AMOUNT** 

CIN: 130071263500025 ACRN AG (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0011

SUBCLIN 000310 is added as follows:

ITEM NO SUPPLIES/SERVICES

For Navy Accounting Purposes Only

CIN: 130071263500026 ACRN AH (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0011

SUBCLIN 000311 is added as follows:

ITEM NO SUPPLIES/SERVICES AMOUNT

For Navy Accounting Purposes Only

CIN: 130071263500028 ACRN AJ (b) (4)

PURCHASE REQUEST NUMBER: 1300712635-0011

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000309:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000310:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000311:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A N/A

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

(b) (4)

# SUBCLIN 000309:

Funding on SUBCLIN 000309 is initiated as follows:

ACRN: AG

CIN: 130071263500025

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA45

Increase: (b) (4)

Total: (b) (4)

Cost Code: 031762010SBG

FMS Case Number: KU-P-SBG

### SUBCLIN 000310:

Funding on SUBCLIN 000310 is initiated as follows:

ACRN: AH

CIN: 130071263500026

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA45

Increase: (b) (4)

Total: (b) (4)

Cost Code: 031762020SBG

FMS Case Number: KU-P-SBG

# SUBCLIN 000311:

Funding on SUBCLIN 000311 is initiated as follows:

ACRN: AJ

CIN: 130071263500028

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA45

Increase: (b) (4)

Total: (b) (4)

Cost Code: 031762040SBG

FMS Case Number: KU-P-SBG

# SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

EXHIBIT/ATTACHMENT TABLE OF CO

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been changed

From:

# EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
Attachment 1	Statement of Work	45	12-NOV-2020
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	23-Feb-2021

To:

# EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019

			Page 5 of 5
Attachment 1	Statement of Work	45	12-NOV-2020
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	30-June-2021

N6893618C0026

P00012

(End of Summary of Changes)

AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID C	CODE	PAGE OF PAGES
					1 42
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 :	PROJECTN	NO (Ifapplicable)
P00013	05-Oct-2021	SEE SCHEDULE			
6 ISSUED BY CODE  CDR NAWCWD CODE D210000  ATTN (b) (6) (b) (6)  1 ADMINISTRATION CIRCLE, STOP 1303	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	CODE	S2606.	A
CH NA LAKE CA 93555					
8. NAME AND ADDRESS OF CONTRACT OR ( BOE NG COMPANY, THE BOE NG	No., Street, County, S	State and Zip Code)	9A. AMENDMEN		
(b) (6) 6200 JAMES S MCDONNELL BLVD SA NT LOUIS MO 63134-1939			9B. DATED (SEE		. +
ENAC!		aure'	10A MOD OF CO N6893618C0026		
CODE 76301	FACILITY COD	)F	15-Jun-2018	212111	,
		PPLIES TO AMENDMENTS OF SOLICI	TATIONS		
The above numbered solicitation is amended as set forth  Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER If by virtue of this am provided each telegram or letter makes reference to the s	r to the hour and date speci copies of the amendmen ference to the solicitation of E RECEIPT OF OFFERS I endment you desire to char	ified in the solicitation or as amended by one of the it; (b) By acknowledging receipt of this amendment and amendment numbers FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED IN nge an offer already submitted, such change may be	following methods: on each copy of the offer st KNOWLEDGMENT TO I MAY RESULT IN made by telegramor letter,	BE	ded
12. ACCOUNTING AND APPROPRIATION DA					
See Schedule	TA (II required)				
	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT S/O	ORDERS.		
	FIESTHE CONTRAC	CT/ORDER NO. AS DESCRIBED IN ITEM	M 14.	DE IN TH	IF.
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAR		changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Bilateral Modification		RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a					
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return1c	opies to the issuing of	ffice.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to: 1. Definitize CLIN 0005 by breaking out spares under item specific CLINs. 2. Decrement CLIN 0504 cost by total progress payments paid under CLIN 0005 in the amount of \$4,946,665.00. 3. Add new CLIN 0527 for 10 PXMC (ACMC Cards).					
Except as provided herein, all terms and conditions of the do	cument referenced in Item	PA or 10A, as heretofore changed, remains unchang	ed and in full force and effe	ect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CON THOMAS VITALE / PROCURING CONTRACT	TRACTING OFFICE		r print)
	,	TEL: (760) 793-4518	EMA L: thomas.vitale ci		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERI	CA	16C	. DATE SIGNED
(Signature of person authorized to sign)		BY Company of Company of Office	32	<u> </u>	-Oct-2021
(Signature of Derson authorized to sign)	1	(Signature of Contracting Office	CI )	1	

## **SUMMARY OF CHANGES**

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)
(b) (4)

# SECTION B - SUPPLIES OR SERVICES AND PRICES

## **CLIN 0051**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Audio Management System (AMS) part number AL-36-5240-2. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Audio Management System (AMS) part number AL-36-5240-2.

(b) (4)
(b) (4)
(b) (4)
(b) (4)
(b) (4)

#### **CLIN 0052**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) ANAV (24 Channel FMS) navunit SAAMm GPS module configured for Kuwait, part number 34209400-WB44-029. Pricing will be identified at defiinitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) ANAV (24 Channel FMS) navunit SAAMm GPS module configured for Kuwait, part number 34209400-WB44-029.

(b) (4)
(b) (4)
(b) (4)
(b) (4)

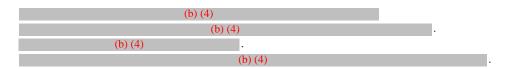
# **CLIN 0053**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) High Definition Video Recorder part number 1008-01000-15-101. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) High Definition Video Recorder part number 1008-01000-15-101.



#### **CLIN 0054**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) IFF Conformal Antenna System (CAS) (FMS) part number 8532350-1. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) IFF Conformal Antenna System (CAS) (FMS) part number 8532350-1.

```
(b) (4) (b) (4) (b) (4)
```

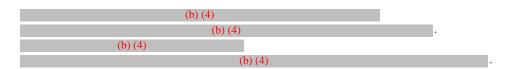
## **CLIN 0055**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Low Profile Engine Fuel Display (LP EFD) (FWD/AFT) (ACS), part number 546001-1. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Low Profile Engine Fuel Display (LP EFD) (FWD/AFT) (ACS), part number 546001-1.



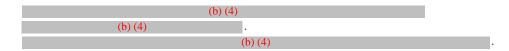
## **CLIN 0056**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Removable Memory for HDVR, part number 4705-16000-15-101. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Removable Memory for HDVR, part number 4705-16000-15-101.



#### **CLIN 0057**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) CIT Beam Forming Network (FMS), part number 8532222-1. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) CIT Beam Forming Network (FMS), part number 8532222-1.

```
(b) (4)
(b) (4)
(b) (4)
```

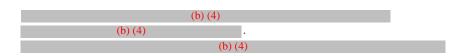
## **CLIN 0058**

The CLIN extended description has changed from:

The contractor shall provide nine (9) Microcircuit, Digital, part number 356A1429P15. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Microcircuit, Digital, part number 356A1429P15.



# **CLIN 0059**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Radio Frequency Blanking Unit, part number 990-1157-001. Pricing will be

identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Radio Frequency Blanking Unit, part number 990-1157-001.

```
(b) (4)
(b) (4)
(b) (4)
```

**CLIN 0500** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Microcurcuit, Memory, part number 356A1409P10. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Microcurcuit, Memory, part number 356A1409P10.

```
(b) (4)
(b) (4)
(b) (4)
```

**CLIN 0501** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) De-Ice Detector, part number P87C552SBAA,512. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) De-Ice Detector, part number P87C552SBAA,512.

```
(b) (4)
(b) (4)
(b) (4)
```

**CLIN 0502** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) Sensing Element, FIR, part number 53523-015. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) Sensing Element, FIR, part number 53523-015.

(b) (4) (b) (4) (b) (4)

#### **CLIN 0503**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number 13257778-10. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 13257778-10.

```
(b) (4)
(b) (4)
(b) (4)
```

## **CLIN 0504**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number 5180000-160. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 5180000-160. Agreed unit price of (b) (4) has been reduced to a line item amount of (b) (4) to account for CLIN 0005 progress payments.

```
(b) (4)
(b) (4)
(b) (4)
```

## **CLIN 0505**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228877-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number B3228877-100.

.

```
(b) (4)
(b) (4)
(b) (4)
```

## **CLIN 0506**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228530-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number B3228530-100.

```
(b) (4) .
(b) (4) d.
(b) (4)
```

# **CLIN 0507**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228351-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number B3228351-100.

```
(b) (4)
(b) (4)
(b) (4)
```

# **CLIN 0508**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228340-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide one (1) of part number B3228340-100.

```
(b) (4)
(b) (4)
(b) (4)
```

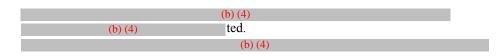
## **CLIN 0509**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228330-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number B3228330-100.



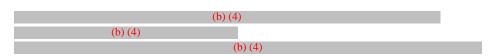
## CLIN 0510

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228310-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide one (1) of part number B3228310-100.



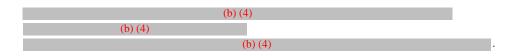
# CLIN 0511

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228690-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide one (1) of part number B3228690-100.



#### **CLIN 0512**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number B3228680-100. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number B3228680-100.

```
(b) (4)
(b) (4)
(b) (4)
```

## **CLIN 0513**

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number P530A006-81. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number P530A006-81.

```
(b) (4)
(b) (4)
(b) (4)
```

## **CLIN 0514**

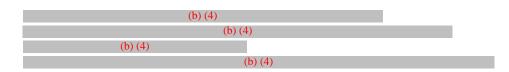
The CLIN description has changed from Radar Warning Receiver to Radar Warning Receiver (RWR) Antenna.

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number 503-3003-101. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 503-3003-101.



## **CLIN 0515**

The CLIN description has changed from Radar Warning Receiver to Radar Warning Receiver (RWR) Antenna.

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number 503-3003-102. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 503-3003-102.

(b) (4) (b) (4) (b) (4)

**CLIN 0516** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) part number 152505-1 & 152508-1 for a total quantity (b) (4) Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) part number 152505-1. DFIR.

(b) (4) (b) (4) (b) (4)

CLIN 0517

The CLIN extended description has changed from:

The contractor shall provide (b) (4) part number 74D750574-1001. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 74D750574-1001.

(b) (4) (b) (4)

**CLIN 0518** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) part number 74D110541. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 74D110541.

(b) (4) (b) (4) (b) (4)

**CLIN 0519** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number XJ6SZSUABX9H-BR. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number XJ6SZSUABX9H-BR.

(b) (4) (b) (4) (b) (4)

**CLIN 0520** 

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number GSS7X7. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) part number GSS7X7.

(b) (4) (b) (4) (b) (4)

CLIN 0521

This CLIN has been cancelled.

The CLIN type priced has been deleted.

The CLIN extended description has changed from:

The contractor shall provide (b) (4) of part number 74D110542. Pricing will be identified at definitization. This

CLIN is for delivery and acceptance purposes only.

To:

The contractor shall provide (b) (4) of part number 74D110542.

.

```
(b) (4)
(b) (4)
(b) (4)
```

The FOB Destination has been deleted.

The PSC code K016 has been deleted.

The PROG code A1C has been deleted.

The WSC Equipment code AFX has been deleted.

The NAICS code 336411 has been deleted.

The MDAP/MAIS Code 000 has been deleted.

#### **CLIN 0522**

The CLIN extended description has changed from:

Low Profile Head Up Display (LPHUD) (FWD) (ACS). The contractor shall provide (b) (4) Low Profile Head Up Displays part number ACH-801A-00. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

Low Profile Head Up Display (LPHUD) (FWD) (ACS). The contractor shall provide (b) (4) Low Profile Head Up Displays part number ACH-801A-00.

(b) (4)
(b) (4)
(b) (4)
(b) (4)

### **CLIN 0523**

The CLIN extended description has changed from:

Large Area Display (LAD) (FWD / AFT) (ACS) The contractor shall provide (b) (4) Large Area Displays part number ACL-001A-00. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

Large Area Display (LAD) (FWD / AFT) (ACS) The contractor shall provide (b) (4) Large Area Displays part number ACL-001A-00.

(b) (4) (b) (4) The total cost of this line item has increased by (b) (4)

## **CLIN 0524**

The CLIN extended description has changed from:

ILS Glideslope Antenna (same as RAAF) AS-4676/ARN. The contractor shall provide (b) (4) ILS Glideslope Antennas part number MAAN-009208-000001. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

ILS Glideslope Antenna (same as RAAF) AS-4676/ARN. The contractor shall provide (b) (4) ILS Glideslope Antennas part number MAAN-009208-000001.

(b) (4) (b) (4) (b) (4) (b) (4)

# **CLIN 0525**

The CLIN extended description has changed from:

ILS Localizer/Marker Beacon Antenna (same as RAAF) AS-4661/ARN. The contractor shall provide (b) (4) ILS Localizer/Marker Beacon Antennas part number MAAN-009208-000000. Pricing will be identified at definitization. This CLIN is for delivery and acceptance purposes only.

To:

ILS Localizer/Marker Beacon Antenna (same as RAAF) AS-4661/ARN. The contractor shall provide (b) (4) ILS Localizer/Marker Beacon Antennas part number MAAN-009208-000000.

(b) (4) (b) (4) (b) (4)

CLIN 0526 is added as follows:

(b

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0526 (b) (4) Each (b) (4) (b) (4)

Deployable Flight Incidence Recorder Set

(b) (4)

The contractor shall provide one of part number 152508-1. DBIU.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300940555

PSC CD: K016

NET AMT (b) (4)

ACRN BV (b) (4)

CIN: 130094055500035

CLIN 0527 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0527 (b) (4) Each (b) (4) (b) (4)

PXMC (ACMC Cards)

(b) (4)

Part number 006-302034-011; Model Number4 GP-872C-XMC2-3; Acalis XMC

Conduction Cooled, Air Cooled or no Thermal Bridge.

FOB: Other

PURCHASE REQUEST NUMBER: 1300940555

PSC CD: K016

NET AMT (b) (4)

ACRN BW (b) (4)

CIN: 130094055500036

CLIN 0528 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0528 (b) (4) Each (b) (4) (b) (4)

**Proposal Preparation** 

(b) (4)

This CLIN is not subject to Progress Payments and is billable upon contract award.

FOB: Origin (Shipping Point)

PURCHASE REQUEST NUMBER: 1300940555

PSC CD: K016

NET AMT (b) (4)

ACRN BX (b) (4)

CIN: 130094055500037

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0521 has been changed from:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A Government

To:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for CLIN 0526:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for CLIN 0527:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for CLIN 0528:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY Origin Government Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0051 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

31-JUL-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0052 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

31-JUL-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0053 has been changed from:

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DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

30-OCT-2019
(b) (4)
CDR NAWCWD CODE 744000D
N68936

1 ADMINISTRATION CIRCLE BLDG 1027
CHINA LAKE CA 93555

(b) (6) FOB: Destination

To:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

30-APR-2022
(b) (4)
NAWCWD CODE DC24300
N68936
(b) (6)
1 ADMINISTRATION CIRCLE
BLDG 20279
HANGER 5, RM 202 FMS CASE KU-P-SBG
CHINA LAKE CA 93555-6110
(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0054 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110  (b) (6) FOB: Destination	N68936

**CAGE** 

The following Delivery Schedule item for CLIN 0055 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300 (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0056 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	30-APR-2019	(b) (4)	CDR NAWCWD CODE 491D00D (b) (6) NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /

(b) (4) 30-APR-2022 NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0057 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b)(4)30-APR-2019 CDR NAWCWD CODE 491D00D N68936

(b)(6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC /

**CAGE** 

(b) (4) 30-APR-2022 NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0058 has been changed from:

**QUANTITY** SHIP TO ADDRESS DODAAC / **DELIVERY DATE CAGE** 

89954 30-APR-2019 (b)(4)(b) (6)

(b) (6)

1098 CLARK ST. **ENDICOTT NY 13760** 

(b) (6)

FOB: Destination

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DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2022 (b) (4) (b) (6) 89954

(b) (6) 1098 CLARK ST.

ENDICOTT NY 13760

FOB: Destination

The following Delivery Schedule item for CLIN 0059 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6) OR: Destina

FOB: Destination

The following Delivery Schedule item for CLIN 0500 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2019 (b) (4) (b) (6) 89954

(b) (6)

1098 CLARK ST. ENDICOTT NY 13760

(b) (6)

FOB: Destination

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**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b) (4)89954 30-APR-2022 (b) (6)

> (b) (6) 1098 CLARK ST. ENDICOTT NY 13760

(b) (6) FOB: Destination

The following Delivery Schedule item for CLIN 0501 has been changed from:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

30-APR-2019 N68936 (b) (4) CDR NAWCWD CODE 491D00D

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b) (4) 30-APR-2022 NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6) FOB: Destination

The following Delivery Schedule item for CLIN 0502 has been changed from:

QUANTITY **DELIVERY DATE** SHIP TO ADDRESS DODAAC / **CAGE** 

(b) (4) 30-APR-2019 N68936 CDR NAWCWD CODE 491D00D

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

30-APR-2022
(b) (4)
NAWCWD CODE DC24300
N68936
(b) (6)
1 ADMINISTRATION CIRCLE
BLDG 20279
HANGER 5, RM 202 FMS CASE KU-P-SBG
CHINA LAKE CA 93555-6110

(b) (6) FOB: Destination

The following Delivery Schedule item for CLIN 0503 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-SEP-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0504 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
26-FEB-2021	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	CDR NAWCWD CODE D0AH130 SECURITY 1 ADMINISTRATION CIRCLE BLDG 52, RM 1, M/S 1018 CHINA LAKE CA 934555 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0505 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
20-NOV-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300 (b) (6) 1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0506 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

15-JAN-2021 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2022 (b) (4) CDR NAWCWD CODE D0AH130 N68936

SECURITY

1 ADMINISTRATION CIRCLE BLDG 52,

RM 1, M/S 1018

CHINA LAKE CA 934555

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0507 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

15-JAN-2021 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0508 has been changed from:

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	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	17-AUG-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	30-APR-2022	(b) (4)	CDR NAWCWD CODE D0AH130 SECURITY 1 ADMINISTRATION CIRCLE BLDG 52, RM 1, M/S 1018 CHINA LAKE CA 934555 (b) (6) FOB: Destination	N68936
The fol	lowing Delivery Schedule is	tem for CLIN 0509 ha	as been changed from:	
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	16-NOV-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	30-APR-2022	(b) (4)	CDR NAWCWD CODE D0AH130 SECURITY 1 ADMINISTRATION CIRCLE BLDG 52, RM 1, M/S 1018 CHINA LAKE CA 934555 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0510 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	17-AUG-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	30-APR-2022	(b) (4)	CDR NAWCWD CODE D0AH130 SECURITY 1 ADMINISTRATION CIRCLE BLDG 52, RM 1, M/S 1018 CHINA LAKE CA 934555 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0511 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
15-JUN-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0512 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
15-JUN-2020	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0513 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	04-JUL-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0514 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

04-JUL-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

**CAGE** 

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0515 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

04-JUL-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

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**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b) (4) 30-APR-2022 NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0516 has been changed from:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC /

**CAGE** 

(b)(4)04-JUL-2019 N68936 CDR NAWCWD CODE 491D00D

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b)(4)30-APR-2022 NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

**BLDG 20279** 

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0517 has been changed from:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS DODAAC / **CAGE** 

(b) (4)29-MAY-2020 CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110 (b) (6)	N68936

FOB: Destination

The following Delivery Schedule item for CLIN 0518 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-JUL-2019	(b) (4)	CDR NAWCWD CODE 491D00D  (b) (6)  NAVAIRWARCENWPNDIV  BLDG 20279, MAIL STOP 2011  CHINA LAKE CA 93555-6110  (b) (6)  FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110  (b) (6) FOB: Destination	N68936

The following Delivery Schedule item for CLIN 0519 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

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04-JUL-2019 (b) (4) COMMANDER NAWCWD CODE N63126 N63126

SECURITY OFFICER 575 I AVE, SUITE 1

POINT MUGU CA 93042-5049

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

**CAGE** 

30-APR-2022 (b) (4) BOEING BDS ST. LOUIS Q97112

(b) (6)

2600 NORTH 3RD ST. TRACT 5, BLDG. 598

SAINT CHARLES MO 63301-5000

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0520 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

04-JUL-2019 (b) (4) COMMANDER NAWCWD CODE N63126 N63126

SECURITY OFFICER 575 I AVE, SUITE 1

POINT MUGU CA 93042-5049

(b) (6)

FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule for CLIN 0521 has been deleted:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

31-JUL-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b)(6)

FOB: Destination

The following Delivery Schedule item for CLIN 0522 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

01-DEC-2019 (b) (4) CDR NAWCWD CODE 491D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6) FOB: Destination

To:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

30-APR-2022
(b) (4)
NAWCWD CODE DC24300
N68936
(b) (6)
1 ADMINISTRATION CIRCLE
BLDG 20279
HANGER 5, RM 202 FMS CASE KU-P-SBG
CHINA LAKE CA 93555-6110
(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0523 has been changed from:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

15-OCT-2019
(b) (4)
CDR NAWCWD CODE 491D00D
N68936
(b) (6)
NAVAIRWARCENWPNDIV
BLDG 20279, MAIL STOP 2011
CHINA LAKE CA 93555-6110
(b) (6)
FOB: Destination

N6893618C0026 P00013 Page 33 of 42

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0524 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

01-JUN-2020 (b) (4) CDR NAWCWD CODE 491 D00D N68936

(b) (6)

NAVAIRWARCENWPNDIV BLDG 20279, MAIL STOP 2011 CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule item for CLIN 0525 has been changed from:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

02-JAN-2020
(b) (4)
CDR NAWCWD CODE 491D00D
N68936
(b) (6)
NAVAIRWARCENWPNDIV
BLDG 20279, MAIL STOP 2011
CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

30-APR-2022 (b) (4) NAWCWD CODE DC24300 N68936

(b) (6)

1 ADMINISTRATION CIRCLE

BLDG 20279

HANGER 5, RM 202 FMS CASE KU-P-SBG

CHINA LAKE CA 93555-6110

(b) (6)

FOB: Destination

The following Delivery Schedule for CLIN 0526 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBC CHINA LAKE CA 93555-6110 (b) (6)	N68936
		FOB: Destination	

The following Delivery Schedule for CLIN 0527 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	BOEING BDS ST. LOUIS  (b) (6)  2600 NORTH 3RD ST. TRACT 5, BLDG. 59  SAINT CHARLES MO 63301-5000 (b) (6)  FOB: Other	Q97112 98

The following Delivery Schedule for CLIN 0528 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

31-JUL-2022 (b) (4)

NAWCWD CODE DC24300

N68936

1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110

(b) (6)

FOB: Origin (Shipping Point)

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4)

### CLIN 0051:

AK: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560010SBG (CIN 130094055500001) was increased by (b) (4)

The contract ACRN AK has been added.

The CIN 130094055500001 has been added.

The Cost Code 116560010SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0052:

AL: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560020SBG (CIN 130094055500002) was

increased by (b) (4)

The contract ACRN AL has been added.

The CIN 130094055500002 has been added.

The Cost Code 116560020SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0053:

AM: 97-11X8242 2878 000 74782 0 065916 2D PKUA25 116561010SBG (CIN 130094055500003) was

increased by (b) (4)

The contract ACRN AM has been added.

The CIN 130094055500003 has been added.

The Cost Code 116561010SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0054:

AN: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560030SBG (CIN 130094055500004) was

ncreased by

(b) (4)

The contract ACRN AN has been added.

The CIN 130094055500004 has been added.

The Cost Code 116560030SBG has been added.

The FMS Case Number KU-P-SBG has been added.

# CLIN 0055:

AP: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560040SBG (CIN 130094055500005) was increased by (b) (4)

The contract ACRN AP has been added.

The CIN 130094055500005 has been added.

The Cost Code 116560040SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0056:

AQ: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560050SBG (CIN 130094055500006) was increased by (b) (4)

The contract ACRN AQ has been added.

The CIN 130094055500006 has been added.

The Cost Code 116560050SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0057:

AR: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560060SBG (CIN 130094055500007) was increased by (b) (4)

The contract ACRN AR has been added.

The CIN 130094055500007 has been added.

The Cost Code 116560060SBG has been added.

The FMS Case Number KU-P-SBG has been added.

#### CLIN 0058:

AS: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 118061010SBG (CIN 130094055500008) was increased by (b) (4)

The contract ACRN AS has been added.

The CIN 130094055500008 has been added.

The Cost Code 118061010SBG has been added.

The FMS Case Number KU-P-SBG has been added.

# CLIN 0059:

AT: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560070SBG (CIN 130094055500009) was increased by (b) (4)

The contract ACRN AT has been added.

The CIN 130094055500009 has been added.

The Cost Code 116560070SBG has been added.

The FMS Case Number KU-P-SBG has been added.

# CLIN 0500:

AU: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 118061020SBG (CIN 130094055500010) was increased by (b) (4)

The contract ACRN AU has been added.

The CIN 130094055500010 has been added.

The Cost Code 118061020SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0501:

AV: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116562010SBG (CIN 130094055500011) was increased by (b) (4)

The contract ACRN AV has been added.

The CIN 130094055500011 has been added.

The Cost Code 116562010SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0502:

AW: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116562020SBG (CIN 130094055500012) was

increased by (b) (4)

The contract ACRN AW has been added.

The CIN 130094055500012 has been added.

The Cost Code 116562020SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0503:

AX: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560080SBG (CIN 130094055500013) was

increased by (b) (4)

The contract ACRN AX has been added.

The CIN 130094055500013 has been added.

The Cost Code 116560080SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0504:

AY: 97-11X8242 2878 000 74782 0 065916 2D PKUA25 116560010SBG (CIN 130094055500014) was

ncreased by (b) (4)

The contract ACRN AY has been added.

The CIN 130094055500014 has been added.

The Cost Code 116560010SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0505:

AZ: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560090SBG (CIN 130094055500015) was

ncreased by (b) (4)

The contract ACRN AZ has been added.

The CIN 130094055500015 has been added.

The Cost Code 116560090SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0506:

BA: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560100SBG (CIN 130094055500016) was

increased by (b) (4)

The contract ACRN BA has been added.

The CIN 130094055500016 has been added.

The Cost Code 116560100SBG has been added.

The FMS Case Number KU-P-SBG has been added.

### CLIN 0507:

BB: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560110SBG (CIN 130094055500017) was increased by (b) (4) The contract ACRN BB has been added. The CIN 130094055500017 has been added. The Cost Code 116560110SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0508: BC: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560120SBG (CIN 130094055500018) was increased by (b) (4) The contract ACRN BC has been added. The CIN 130094055500018 has been added. The Cost Code 116560120SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0509: BD: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560130SBG (CIN 130094055500019) was increased by (b) (4) The contract ACRN BD has been added. The CIN 130094055500019 has been added. The Cost Code 116560130SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0510: BE: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560140SBG (CIN 130094055500020) was increased by The contract ACRN BE has been added. The CIN 130094055500020 has been added. The Cost Code 116560140SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0511: BF: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560150SBG (CIN 130094055500021) was increased by The contract ACRN BF has been added. The CIN 130094055500021 has been added. The Cost Code 116560150SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0512: BG: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560160SBG (CIN 130094055500022) was increased by (b) (4) The contract ACRN BG has been added. The CIN 130094055500022 has been added. The Cost Code 116560160SBG has been added. The FMS Case Number KU-P-SBG has been added.

#### CLIN 0513:

BH: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560170SBG (CIN 130094055500023) was increased by (b) (4) The contract ACRN BH has been added. The CIN 130094055500023 has been added. The Cost Code 116560170SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0514: BJ: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560180SBG (CIN 130094055500024) was (b) (4) The contract ACRN BJ has been added. The CIN 130094055500024 has been added. The Cost Code 116560180SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0515: BK: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560190SBG (CIN 130094055500025) was (b) (4) The contract ACRN BK has been added. The CIN 130094055500025 has been added. The Cost Code 116560190SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0516: BL: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560200SBG (CIN 130094055500026) was increased by (b) (4) The contract ACRN BL has been added. The CIN 130094055500026 has been added. The Cost Code 116560200SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0517: BM: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116562030SBG (CIN 130094055500027) was increased by (b) (4) The contract ACRN BM has been added. The CIN 130094055500027 has been added. The Cost Code 116562030SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0518: BN: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116562040SBG (CIN 130094055500028) was increased by (b) (4) The contract ACRN BN has been added.

### CLIN 0519:

The CIN 130094055500028 has been added.
The Cost Code 116562040SBG has been added.
The FMS Case Number KU-P-SBG has been added.

BP: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 118060010SBG (CIN 130094055500029) was (b) (4) increased by The contract ACRN BP has been added. The CIN 130094055500029 has been added. The Cost Code 118060010SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0520: BQ: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 118060020SBG (CIN 130094055500030) was increased by (b) (4) The contract ACRN BQ has been added. The CIN 130094055500030 has been added. The Cost Code 118060020SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0522: BY: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560210SBG (CIN 13009405550031) was (b) (4) The contract ACRN BY has been added. The CIN 13009405550031 has been added. The Cost Code 116560210SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0523: BS: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560220SBG (CIN 130094055500032) was increased by (b) (4) The contract ACRN BS has been added. The CIN 130094055500032 has been added. The Cost Code 116560220SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0524: BT: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560230SBG (CIN 130094055500033) was increased by (b) (4) The contract ACRN BT has been added. The CIN 130094055500033 has been added. The Cost Code 116560230SBG has been added. The FMS Case Number KU-P-SBG has been added. CLIN 0525: BU: 97-11X8242 2878 000 74782 0 065916 2D PKUA24 116560240SBG (CIN 130094055500034) was increased by (b) (4) The contract ACRN BU has been added. The CIN 130094055500034 has been added. The Cost Code 116560240SBG has been added.

### CLIN 0526:

Funding on CLIN 0526 is initiated as follows:

The FMS Case Number KU-P-SBG has been added.

ACRN: BV

CIN: 130094055500035

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA24

Increase: (b) (4)

Total: (b) (4)

Cost Code: 116560250SBG

FMS Case Number: KU-P-SBG

CLIN 0527:

Funding on CLIN 0527 is initiated as follows:

ACRN: BW

CIN: 130094055500036

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA24

Increase: (b) (4)

Total: (b) (4)

Cost Code: 116561010SBG

FMS Case Number: KU-P-SBG

CLIN 0528:

Funding on CLIN 0528 is initiated as follows:

ACRN: BX

CIN: 130094055500037

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA44

Increase: (b) (4)

Total: (b) (4)

Cost Code: 802985140SBG

FMS Case Number: KU-P-SBG

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

EXHIBIT/ATTACHMENT TABLE OF CO

# SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been changed

From:

# EXHIBIT/ATTACHMENT TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	27	12-APR-2019
Attachment 1	Statement of Work	45	12-NOV-2020
Attachment 2	DD 254	8	04-APR-2019
Attachment 3	Unique Spares List	1	14-OCT-2020
Attachment 4	Cost and Software Data Reporting (CSDR) Plan	11	15-OCT-2020
Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	Reserved	X	XX
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	30-JUN-2021

To:

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Attachment 5	Government Furnished Property (GFP) Accountable	1	10-NOV-2020
	to the Contract		
Attachment 6	Government Furnished Information (GFI) List	1	15-OCT-2020
Attachment 7	Data Rights Assertions List	8	18-OCT-2019
Attachment 8	ACMCv3 Exception Matrix	8	15-DEC-2020
Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	30-JUN-2021

(End of Summary of Changes)

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID CO	inde of findes	
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	S D	ROJECT NO (Ifapplicable)	
		SEE SCHEDULE	3 1	KOJECI NO (Happiicaole)	
P00014	06-Oct-2021		CODE	Legene A	
CDR NAWCWD CODE D210000 ATTN (b) (6) (b) (6)	N68936	7 ADMINISTERED BY (Ifother than item 6) DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042	CODE	S2606A	
1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555					
<ol> <li>NAME AND ADDRESS OF CONTRACT OR (I BOE NG COMPANY, THE BOE NG</li> </ol>	No., Street, County, S	State and Zip Code)		OF SOLICITATION NO.	
(b) (6) 6200 JAMES S MCDONNELL BLVD SANT LOUIS MO 63134-1939			9B. DATED (SEE I		
		auure'		NTRACT/ORDER NO.	
CODE 76301	FACILITY COD		10B. DATED (SEE 15-Jun-2018	11 EM 13)	
		PPLIES TO AMENDMENTS OF SOLICI			
The above numbered solicitation is amended as set forth				not extended	
Offer must acknowledge receipt of this amendment prior  (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refi RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the so	copies of the amendmen erence to the solicitation a ERECEIPT OF OFFERS F endment you desire to chan	t; (b) By acknowledging receipt of this amendment and amendment numbers FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED 1 nge an offer already submitted, such change may be	on each copy ofthe offer su KNOWLEDGMENT TO B MAY RESULT IN made by telegramor letter,		
12. ACCOUNTING AND APPROPRIATION DA					
See Schedule	111 (11 1eq.m.ee)				
		O MODIFICATIONS OF CONTRACTS ( T/ORDER NO. AS DESCRIBED IN ITEM			
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	uthority) THE CHANGES SET FORTH II	N ITEM 14 ARE MAD	E IN THE	
B. THE ABOVE NUMBERED CONTRACT/OF office, appropriation date, etc.) SET FORTI				anges in paying	
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(b)	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return 1	opies to the issuing off	ice.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to update the Supplemental Statement of Requirements (SOR) List in Section J to incorporate Impact Assessments 010 under CLIN 0003.					
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 p	orint)	16A. NAME AND TITLE OF CON THOMAS VITALE / PROCURING CONTRACT	NG OFFICER		
15D CONTRACTOR/OFFEROR	150 DATE STORES	TEL: (760) 793-4518	EMA L: thomas.vitale civ		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI		CA C	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Office	cer)	2 06-Oct-2021	

(b) (4)

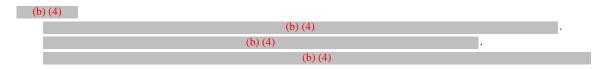
### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# **SUMMARY OF CHANGES**

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by		(b) (4)
(b) (4)		

### SECTION B - SUPPLIES OR SERVICES AND PRICES



SUBCLIN 000312 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000312 \$0.00

For Navy Accounting Purposes Only

(b) (4)

PURCHASE REQUEST NUMBER: 1300949520

ESTIMATED COST \$0.00
FIXED FEE \$0.00

TOTAL FOT COST + FEE \$0.00

TOTAL EST COST + FEE ACRN BZ

CIN: 130094952000001

### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000312:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A N/A N/A

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

(b) (4)

As a result of this modification, the total funded amount for this document was increased

(b) (4)

# SUBCLIN 000312:

Funding on SUBCLIN 000312 is initiated as follows:

ACRN: BZ

CIN: 130094952000001

Acctng Data: 97-11X8242 2878 000 74782 0 065916 2D PKUA45

Increase: (b) (4)

Total: (b) (4)

Cost Code: 031762070SBG

FMS Case Number: KU-P-SBG

# SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

EXHIBIT/ATTACHMENT TABLE OF CO

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Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	30-JUN-2021

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Attachment 9	Individual Small Business Subcontracting Plan	13	07-MAR-2019
Attachment 10	Supplemental Statement of Requirements (SOR) List	1	29-SEP-2021

N6893618C0026 P00014

(End of Summary of Changes)

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOCICITA	TION/MODIF	Tearron of contract		1   16
2 AMENDMENT/MODIFICATION NO	EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJ	ECT NO (Ifapplicable)
P00015	13-Oct-2021	SEE SCHEDULE		
6 ISSUED BY CODE	N68936	7 ADMINISTERED BY (Ifother than item 6)	CODE S2	2606A
CDR NAWCWD CODE D210000 ATTN (b) (6) (6) (b) (6)		DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355 ST. LOUIS MO 63042		
1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555		0.12000.110000.12		
8. NAME AND ADDRESS OF CONTRACTOR (N BOEING COMPANY, THE BOEING	No., Street, County, S	State and Zip Code)	9A. AMENDMENT OF	
6200 JAMES S MCDONNELL BLVD SA NT LOUIS MO 63134-1939			9B. DATED (SEE ITEM	
TNACE	20	aulre <del>i</del>	10A. MOD. OF CONTR N6893618C0026 10B. DATED (SEE ITI	
CODE 76301	FACILITY COD		15-Jun-2018	
11.T	HIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICITA	ATIONS	
The above numbered solicitation is amended as set forth i	n Item 14 The hour and o	date specified for receipt of Offer	is extended, is not	extended
Offer must acknowledge receipt of this amendment prior  (a) By completing Items 8 and 15, and returning  or (c) By separate letter or telegram which includes a refe RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER Ifby virtue of this ame provided each telegramor letter makes reference to the so	copies of the amendmen rence to the solicitation a RECEIPT OF OFFERS F ndment you desire to chan	t; (b) By acknowledging receipt of this amendment or and amendment numbers FAILURE OF YOUR ACK! PRIOR TO THE HOUR AND DATE SPECIFIED MAnge an offer already submitted, such change may be ma	each copy of the offer submitt NOWLEDGMENT TO BE Y RESULT IN de by telegramor letter,	ed;
12. ACCOUNTING AND APPROPRIATION DATE	ΓA (If required)			
		O MODIFICATIONS OF CONTRACTS/OF T/ORDER NO. AS DESCRIBED IN ITEM		
A. THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	uthority) THE CHANGES SET FORTH IN I	TEM 14 ARE MADE IN	N THE
B. THE ABOVE NUMBERED CONTRACT/OR office, appropriation date, etc.) SET FORTH	I IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FAR 43		es in paying
X C. THIS SUPPLEMENT AL AGREEMENT IS I FAR 43.103(a)(3) Mutual Agreement of Partie	s	RSUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modification and a	uthority)			
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return 1 cop	ies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to update co		by UCF section headings, including solicitati	on/contract subject matt	er
Except as provided herein, all terms and conditions of the doc				
15A. NAME AND TITLE OF SIGNER (Type or p	rint)	16A. NAME AND TITLE OF CONTI THOMAS VITALE / PROCURING CONTRACT NG TEL: (760) 793-4518	\ \ \	,
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI			16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer	346	13-Oct-2021

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

# C-TXT-SCR SERVICE CONTRACT REPORTING (JAN 2021)

Services Contract Reporting (SCR) requirements apply to Contract Line Item Numbers 0002 and 0003 of this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>."

The following have been deleted:

C-TXT-ECMRA Required Enterprise-Wide Contractor Manpower Reporting OCT 2020

Application (ECMRA) Information

SECTION D - PACKAGING AND MARKING

The following have been added by full text:

# 5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (NAVAIR) (AUG 2019)

The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

The following have been deleted:

5252.247-9508 Prohibited Packing Materials

JUN 1998

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0053 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300	N68936
		(b) (6) 1 ADMINISTRATION CIRCLE	
		BLDG 20279	
		HANGER 5, RM 202 FMS CASE KU-P-SBG	G
		CHINA LAKE CA 93555-6110	
		(b) (6)	
		FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE	
30-OCT-2019	(b) (4)	NAWCWD CODE DC24300 (b) (6)	N68936	
		1 ADMINISTRATION CIRCLE		
		BLDG 20279		
		HANGER 5, RM 202 FMS CASE KU-P-SBC	SBG	
		CHINA LAKE CA 93555-6110		
		(b) (6)		
		FOB: Destination		

# SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

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

(a) Definitions. As used in this clause—

<sup>&</sup>quot;Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

<sup>&</sup>quot;Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

<sup>&</sup>quot;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 <a href="https://www.sam.gov">https://www.sam.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb mil/">https://wawf.eb mil/</a> 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (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.

### **COMBO**

(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.

### Not Applicable

(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.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF  (b) (4)	Data to be entered in WAWF  (b) (4)  ]
Pay Official DoDAAC	HQ0339	HQ0339
Issue By DoDAAC	N68936	N68936
Admin DoDAAC**	S2606A	S2606A
Inspect By DoDAAC	See Schedule	Not Applicable
Ship To Code	See Schedule	Not Applicable
Ship From Code	Not Applicable	Not Applicable
Mark For Code	N68936	Not Applicable
Service Approver (DoDAAC)	Not Applicable	S2606A
Service Acceptor (DoDAAC)	Not Applicable	Not Applicable
Accept at Other DoDAAC	N68936	N68936
LPO DoDAAC	Not Applicable	Not Applicable
DCAA Auditor DoDAAC	Not Applicable	HAA640
Other DoDAAC(s)	Not Applicable	Not Applicable

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

- (\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.

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

# Not Applicable

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

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

(End of clause)

The following have been deleted:

252.232-7006 Wide Area WorkFlow Payment Instructions MAY 2013

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.202-1	Definitions	JUN 2020
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.215-2	Audit and RecordsNegotiation	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications	JUN 2020
52.215-22	Limitations on Pass-Through ChargesIdentification of Subcontract Effort	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate	IOCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-28	Post-Award Small Business Program Rerepresentation	NOV 2020
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020

52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
22.223 10	While Driving	00112020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright	JUN 2020
	Infringement	
52.232-33	Payment by Electronic Funds TransferSystem for Award	OCT 2018
	Management	
52.244-6	Subcontracts for Commercial Items	NOV 2020
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber	DEC 2019
	Incident Reporting	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAY 2019
	The Government of a Country that is a State Sponsor of	
	Terrorism	
252.225-7004	Report of Intended Performance Outside the United States	OCT 2020
	and CanadaSubmission after Award	
252.225-7009	Restriction on Acquisition of Certain Articles Containing	DEC 2019
	Specialty Metals	
252.225-7013 (Dev)	Duty-Free Entry (DEVIATION 2020-O0019)	JUL 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned	APR 2019
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
	Reports	
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

The following have been added by full text:

## 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

## (a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contractor Shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <a href="https://www.whitehouse.gov/wp-">https://www.whitehouse.gov/wp-</a>

 $\frac{content/uploads/2017/11/Contractor Compensation Cap Contracts Awarded Before June 24.pdf}{and} \\ \frac{https://www.whitehouse.gov/wp-}{mathematical content/uploads/2017/11/Contractor Compensation Cap Contracts Awarded Before June 24.pdf}{and} \\ \frac{https://www.whitehouse.gov/wp-}{mathematical content/uploads/2017/11/Contractor Compensation Cap Contracts Awarded Before June 24.pdf}{mathematical content/uploads/2017/11/Contractor Compensation Cap Contract Cap Contractor Compensation Cap Contract Cap Cont$ 

content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

- (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

## 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-00015) (JUN 2020)

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall—
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
- (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.
- (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
- (4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this

clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in section 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$2 million, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

### 52.244-2 SUBCONTRACTS (JUN 2020)

(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, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of 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, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of 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:

#### Not Applicable

- (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 (c), (d), or (e) 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:

#### None

(End of clause)

#### The following have been deleted:

52.202-1	Definitions	NOV 2013
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-10	Reporting Executive Compensation and First-Tier	OCT 2016
	Subcontract Awards	
52.209-6	Protecting the Government's Interest When Subcontracting	OCT 2015
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	JUL 2013
	Responsibility Matters	

52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data	OCT 2010
	Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-4	Contract Work Hours and Safety Standards- Overtime	MAY 2014
	Compensation	
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	MAY 2014
	Exceeding \$15,000	
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
	While Driving	
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.230-2	Cost Accounting Standards	OCT 2015
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	AUG 2020
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2016
	Incident Reporting	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	yOCT 2015
	The Government of a Country that is a State Sponsor of	
	Terrorism	
252.225-7004	Report of Intended Performance Outside the United States	OCT 2015
	and CanadaSubmission after Award	
252.225-7009	Restriction on Acquisition of Certain Articles Containing	OCT 2014
	Specialty Metals	
252.225-7013	Duty-Free EntryBasic (May 2016)	MAY 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
252 222 5222	Concerns	HD16016
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
050 044 5000	Reports	HD12012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

(End of Summary of Changes)

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1 CONTRACT I	D CODE	PAGE OF PAGES  1 2
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		5 DDOIECT	NO (Ifapplicable)
P00016	13-Oct-2021	SEE SCHEDULE		3 PROJECT	NO (frappireable)
6 ISSUED BY CODE	N68936	7 ADMINISTERED BY (Ifother than item 6)	COD	DE S260	6A
CDR NAWCWD CODE D210000 ATTN (b) (6)		DCMA BOEING ST. LOUIS 325 MCDONNELL BLVD M C 3061355			
(b) (c) 1 ADMINISTRATION CIRCLE, STOP 1303 CH NA LAKE CA 93555		ST. LOUIS MO 63042			
8. NAME AND ADDRESS OF CONTRACTOR (BOENG COMPANY, THE	No., Street, County, S	State and Zip Code)	9A. AMENDME	ENT OF SO	LICITATION NO.
BOE NG 6200 JAMES S MCDONNELL BLVD SA NT LOUIS MO 63134-1939		_	9B. DATED (SE	EE ITEM 1	1)
		auiro	X 10A. MOD. OF N6893618C002	CONTRAC 6	CT/ORDER NO.
CODE 76301	FACILITY COD	DF COLUMN	10B. DATED (XX 15-Jun-2018	SEE ITEM	13)
	11123333	PPLIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as set forth	in Item 14 The hour and	date specified for receipt of Offer	is extended,	is not exte	nded
Offer must acknowledge receipt of this amendment prior		L	ie following methods:		
(a) By completing Items 8 and 15, and returning	copies of the amendmen	t; (b) By acknowledging receipt of this amendmen	nt on each copy of the offe		
or (c) By separate letter or telegram which includes a red RECEIVED AT THE PLACE DESIGNATED FOR TH				ГО ВЕ	
REJECTION OF YOUR OFFER Ifby virtue of this am				ter,	
provided each telegramor letter makes reference to the s	olicitation and this amend	lment, and is received prior to the opening hour an	nd date specified		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH I	IN ITEM 14 ARE M	IADE IN T	HE
X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				as changes i	n paying
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to correct the control Number (b) (6)			tation/contract subje	ect matter	
Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or	5A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			or print)	
		THOMAS VITALE / PROCURING CONTRACT		la air G	:1
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	TEL: (760) 793-4518  16B. UNITED STATES OF AMER	EMA L: thomas.vital		C. DATE SIGNED
13B. CONTRACTOROFFEROR	13C. DATE SIGNED			<u> </u>	C. DATE SIGNED
(Signature of person authorized to sign)		Signature of Contracting Off	icer)	<u> </u>	3-Oct-2021
( British of Francis and Control of Control	1	( g or contracting off	,	ı	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# **SUMMARY OF CHANGES**

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0053 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-OCT-2019	(b) (4)	NAWCWD CODE DC24300  (b) (6)  1 ADMINISTRATION CIRCLE BLDG 20279 HANGER 5, RM 202 FMS CASE KU-P-SBG CHINA LAKE CA 93555-6110  (b) (6) FOB: Destination	N68936

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2022	(b) (4)	NAWCWD CODE DC24300	N68936
		1 ADMINISTRATION CIRCLE	
		BLDG 20279	
		HANGER 5, RM 202 FMS CASE KU-P-SBO	G
		CHINA LAKE CA 93555-6110	
		(b) (6)	
		FOB: Destination	

(End of Summary of Changes)