

N00019-22-C-0014_P0008_E6B SUSTAINING ENGINEERING SERVICES_Flowdowns_07-18-2024

U.S. GOVERNMENT CLAUSES

Prime Contract Number: N00019-22-C-0014

Modification/Rev. Number: P0008

Date of Creation: 07-18-2024

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Clause	Date	Reference
52.202-1	June 2020	Definitions
52.203-3	April 1984	Gratuities
52.203-5	May 2014	Covenant Against Contingent Fees
52.203-6	June 2020	Restrictions On Subcontractor Sales to The Government
52.203-7	June 2020	Anti-Kickback Procedures
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	May 2014	Price Or Fee Adjustment for Illegal or Improper Activity
52.203-12	June 2020	Limitation On Payments to Influence Certain Federal Transactions
52.203-13	June 2020	Contractor Code of Business Ethics and Conduct
52.203-19	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-1	Dec 1989	Approval of Contract
52.204-2	Aug 1996	Security Requirements
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
52.204-10	June 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-12	Oct 2016	Unique Entity Identifier Maintenance
52.204-13	Oct 2018	System for Award Management Maintenance
52.204-14	Oct 2016	Service Contract Reporting Requirements
52.204-18	Aug 2020	Commercial and Government Entity Code Maintenance
52.204-19	Dec 2014	Incorporation by Reference of Representations and Certifications
52.204-21	June 2016	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	July 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
52.204-25	Aug 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.209-6	June 2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	Oct 2018	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	Nov 2015	Prohibition on Contracting with Inverted Domestic Corporations
52.210-1	June 2020	Market Research
52.211-15	April 2008	Defense Priority and Allocation Requirements
52.215-2	June 2020	Audit and Records--Negotiation
52.215-8	Oct 1997	Order of Precedence--Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-2011	June 2020	Price Reduction for Defective Certified Cost or Pricing Data-Modifications
52.215-12	June 2020	Subcontractor Certified Cost or Pricing Data
52.215-13	June 2020	Subcontractor Certified Cost or Pricing Data-Modifications

Clause	Date	Reference
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
52.215-18	July 2005	Reversion or Adjustment of Plans for Postretirement Benefits(PRB) Other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	June 2020	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.215-23	June 2020	Limitations on Pass-Through Charges
52.216-7	Aug 2018	Allowable Cost and Payment
52.216-8	June 2011	Fixed Fee
52.219-8	Oct 2018	Utilization of Small Business Concerns
52.219-9	June 2020	Small Business Subcontracting Plan
52.219-16	Jan 1999	Liquidated Damages-Subcontracting Plan
52.219-28	Nov 2020	Post-Award Small Business Program Re-representation
52.222-1	Feb 1997	Notice To the Government of Labor Disputes
52.222-3	June 2003	Convict Labor
52.222-4	May 2018	Contract Work Hours and Safety Standards - Overtime Compensation
52.222-21	April 2015	Prohibition Of Segregated Facilities
52.222-26	Sept 2016	Equal Opportunity
52.222-37	June 2020	Employment Reports on Veterans
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Aug 2018	Service Contract Labor Standards
52.222-42	May 2014	Statement Of Equivalent Rates for Federal Hires
52.222-50	Oct 2020	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification
52.222-55	Nov 2020	Minimum Wages Under Executive Order 13658
52.222-62	Jan 2017	Paid Sick Leave Under Executive Order 13706
52.223-5	May 2011	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-18	June 2020	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-1	April 1984	Privacy Act Notification
52.224-2	April 1984	Privacy Act
52.224-3	Jan 2017	Privacy Training
52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases
52.225-14	Feb 2000	Inconsistency Between English Version and Translation Of Contract
52.227-1	June 2020	Authorization and Consent
52.227-2	June 2020	Notice And Assistance Regarding Patent and Copyright Infringement
52.228-7	Mar 1996	Insurance - Liability To Third Persons
52.229-3	Feb 2013	Federal, State and Local Taxes
52.230-2	June 2020	Cost Accounting Standards
52.230-6	June 2010	Administration of Cost Accounting Standards
52.232-1	April 1984	Payments
52.232-9	April 1984	Limitation On Withholding of Payments
52.232-17	May 2014	Interest
52.232-18	April 1984	Availability Of Funds

Clause	Date	Reference
52.232-20	April 1984	Limitation Of Cost
52.232-22	April 1984	Limitation Of Funds
52.232-23	April 1984	Assignment of Claims (May 2014) - Alternate I
52.232-25	Feb 2002	Prompt Payment (Jan 2017) Alternate I
52.232-33	Oct 2018	Payment by Electronic Funds Transfer - System for Award Management
52.232-39	June 2013	Unenforceability of Unauthorized Obligations
52.232-40	Dec 2013	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	May 2014	Disputes (May 2014) - Alternate I
52.233-3	Dec 1991	Protest After Award (Aug 1996) - Alternate I
52.233-4	June 1985	Applicable Law for Breach of Contract Claim
52.237-2	Oct 2004	Protection Of Government Buildings, Equipment, And Vegetation
52.242-1	April 1984	Notice of Intent to Disallow Costs
52.242-3	April 1984	Penalties for Unallowable Costs
52.242-4	May 2014	Certification of Final Indirect Costs
52.242-5	Jan 1997	Payments to Small Business Subcontractors
52.242-13	Jan 2017	Bankruptcy
52.242-15	April 1984	Stop-Work Order (Aug 1989) Alternate I
52.243-2	July 1995	Changes--Cost-Reimbursement (Aug 1987) - Alternate I
52.243-7	April 1984	Notification Of Changes
52.244-2	Jan 2017	Subcontracts
52.244-5	June 2020	Competition In Subcontracting
52.244-6	Dec 1996	Subcontracts for Commercial Items
52.245-1	Nov 2020	Government Property
52.245-9	Jan 2017	Use And Charges
52.246-5	April 1984	Inspection of Services Cost Reimbursement
52.246-15	April 1984	Certificate of Conformance
52.246-25	April 2012	Limitation of Liability - Services
52.246-26	Feb 1997	Reporting Non-conforming Items.
52.247-34	Nov 1991	F.O.B. Destination
52.248-1	June 2020	Value Engineering
52.249-6	June 2020	Termination (Cost Reimbursement)
52.249-14	May 2004	Excusable Delays
52.253-1	April 1984	Computer Generated Forms

DFARS CLAUSES

Clause	Date	Reference
252.201-7000	Dec 1991	Contracting Officer's Representative
252.203-7000	Sep 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Dec 2008	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Sep 2013	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Aug 2019	Agency Office of the Inspector General
252.203-7004	Aug 2019	Display of Hotline Posters
252.204-7000	Oct 2016	Disclosure Of Information

Clause	Date	Reference
252.204-7002	Apr 2020	Payment For Contract Line or Subline Items Not Separately Priced
252.204-7003	Apr 1992	Control Of Government Personnel Work Product
252.204-7004	Feb 2019	Antiterrorism Awareness Training for Contractors.
252.204-7006	Oct 2005	Billing Instructions
252.204-7009	Oct 2016	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Dec 2019	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	May 2016	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	May 2016	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Jan 2021	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	Nov 2020	NIST SP 800-171 DoD Assessment Requirements
252.205-7000	Dec 1991	Provision Of Information to Cooperative Agreement Holders
252.209-7004	May 2019	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism
252.209-7009	May 2019	Organizational Conflict of Interest--Major Defense Acquisition Program
252.211-7007	Aug 2012	Reporting of Government-Furnished Property
252.215-7002	Dec 2012	Cost Estimating System Requirements
252.219-7003	Dec 2019	Small Business Subcontracting Plan (DOD Contracts)
252.223-7004	Sep 1988	Drug Free Work Force
252.223-7006	Sep 2014	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.223-7999 (Dev)	Oct 2021	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)
252.225-7001	Dec 2017	Buy American and Balance of Payments Program-- Basic
252.225-7002	Dec 2017	Qualifying Country Sources as Subcontractors
252.225-7012	Dec 2017	Preference For Certain Domestic Commodities
252.225-7048	Jun 2013	Export-Controlled Items
252.225-7972 (Dev)	May 2020	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)
252.226-7001	Apr 2019	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Feb 2014	Rights in Technical Data--Noncommercial Items
252.227-7014	Feb 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Jan 2011	Rights in Bid or Proposal Information
252.227-7019	Sep 2016	Validation of Asserted Restrictions--Computer Software
252.227-7025	May 2013	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Apr 1988	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Apr 1988	Deferred Ordering of Technical Data or Computer Software

Clause	Date	Reference
252.227-7030	Mar 2000	Technical Data--Withholding of Payment
252.227-7037	Sep 2016	Validation of Restrictive Markings on Technical Data
252.228-7005	Nov 2019	Mishap Reporting and Investigation Involving Aircraft, Missiles, And Space Launch Vehicles
252.231-7000	Dec 1991	Supplemental Cost Principles
252.232-7003	Dec 2018	Electronic Submission of Payment Requests and Receiving Reports
252.232-7010	Dec 2006	Levies on Contract Payments
252.237-7010	Jun 2013	Prohibition on Interrogation of Detainees by Contractor Personnel
252.239-7018 (Dev)	Feb 2019	Supply Chain Risk (DEVIATION 2018-O0020).
252.242-7004	May 2011	Material Management and Accounting System
252.242-7005	Feb 2012	Contractor Business Systems
252.242-7006	Feb 2012	Accounting System Administration
252.243-7002	Dec 2012	Requests for Equitable Adjustment
252.243-7999 (Dev)	Aug 2020	Section 3610 Reimbursement. (DEVIATION 2020-O0021)
252.244-7000	Jan 2021	Subcontracts for Commercial Items
252.244-7001	May 2014	Contractor Purchasing System Administration
252.245-7001	Apr 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002 (Dev)	Jan 2021	Reporting Loss of Government Property (DEVIATION 2020-JAN 2021 O0004)
252.245-7003	Apr 2012	Contractor Property Management System Administration
252.245-7004	Dec 2017	Reporting, Reutilization, and Disposal
252.246-7001	Mar 2014	Warranty Of Data
252.246-7003	Jun 2013	Notification of Potential Safety Issues

CLAUSES INCORPORATED IN FULL TEXT:**52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within five days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

52.222-2 - PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0% 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.

52.252-2 - 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 address: <https://www.acquisition.gov/browse/index/far>

52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (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.

C-TXT-PDNT Protection of Department of Navy Trademarks (DEC 2020) - "The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) "E-6B Mercury" (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing."

C-TXT-SCR SERVICE CONTRACT REPORTING (JAN 2021) - Services Contract Reporting (SCR) requirements apply to 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: <https://sam.gov/SAM/>. 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://sam.gov/SAM/>."

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on December 1, 2021 and shall continue November 30, 2026. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 1984)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the COR or PMA-271 Representative.

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO.

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

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services.

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 V2.3.5.3.

(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, CDRLS will be distributed electronically.

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

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

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

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

5252.247-9508 - 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."

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.

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the COR or PMA-271 Representative.

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO.

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: <https://www.public.navy.mil/fltfor/nctsnaples/Documents/Forms%20and%20Instructions/form01.pdf>. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-

N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

5252.211- 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.

(d) 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.

(e) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.227-9505 - TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

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

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

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

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance-- Work on a Government Installation" and shall be maintained in the minimum amounts shown:

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

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(3) 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.

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

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

(1) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(2) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

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

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

(3) Travel Policy.

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

(ii) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

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

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

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

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

5252.243-9505 - ENGINEERING CHANGES (NAVAIR)(OCT 2005)

- a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:
1. A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.
 2. Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.
 3. An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.
 4. An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.
 5. A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.
- c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.
- d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.
- f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such

information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

SECTION H CONTRACT CLAUSES:

H-1: DFARS Clause 252.233-7999 Clarification

DFARS clause 252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009), is effective beginning 08 Dec 2021.

H-T: XT-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 Contacts:

- N00019-14-G-0021-N0001919F2591
- N00019-19-G-0031-N00019-20-F-0460
- N00019-13-C-0004

(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.