

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➔		RATING		PAGE OF PAGES 1 29	
2. CONTRACT (Proc. Inst. Ident.) NO. N4175620C3028		3. EFFECTIVE DATE See Block 20c		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-20-16338 (TMW)			
5. ISSUED BY Navy Engineering Logistics Office 391 Brookley Ave, SW, STE 1020 JBAB, Washington DC 20373-5120		CODE N41756		6. ADMINISTERED BY (If other than Item 5) <div style="border: 1px solid black; padding: 5px;">(b)(6)</div>		CODE N41756	
7. NAME AND ADDRESS IF CONTRACTOR (No., street, city, county, State, and ZIP Code) EFW INC. an ELBIT SYSTEMS OF AMERICA, LLC 4700 Marine Creek Parkway Fort Worth, Texas 76179				8. DELIVERY <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ➔		ITEM	
CODE 800765331		FACILITY CODE 0WEC9		11. SHIP TO/MARK FOR See Section D			
				12. PAYMENT WILL BE MADE BY See Section G-3		CODE N41756	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)(1) <input type="checkbox"/> 41 USC 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Section G-2			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
0001-0008	See Attached Pages					\$ 6,750,604	
15G. TOTAL AMOUNT OF CONTRACT ➔						\$ 6,750,604	

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation 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, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein). 19A. NAME AND TITLE OF SIGNER (Type or Print) <div style="border: 1px solid black; padding: 2px;">(b)(6)</div> Director of Contracts 19B. NAME OF CONTRACTOR BY <div style="border: 1px solid black; padding: 2px;">(b)(6)</div> (Signature of p 19C. DATE SIGNED 04/24/2020	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. <div style="border: 1px solid black; padding: 2px; text-align: right;">(b)(6)</div> 20A. NAME OF CONTRACTING OFFICER <div style="border: 1px solid black; padding: 2px;">(b)(6)</div>
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SECTION A – CONTRACT FORM

This contract is a Firm-Fixed Price (FFP) type contract in accordance with FAR Subpart 16.2. It consists of a cover sheet (SF 26), continuation page(s), Statement of Work (SOW), Accounting and Appropriation Data Sheet, Milestone Completion Certificate, and Contract Data Requirements List (CDRLs).

SECTION B – SUPPLIES/SERVICES AND PRICE/COST

B-1 Supplies/Services and Prices/Cost

Acronym Definitions:

CLIN = Contract Line Item Number

IAW = In Accordance With

NSP = Not Separately Priced

SOW = Statement of Work

NTE = Not To Exceed

BASE

CLIN	Description	Amount
0001	Completion of Requirements – One (1) Relocatable Tower prototype, and one (1) hard copy User Manual IAW the SOW Tasks in Paragraphs 4.0 through 4.4.2. PSC: AZ14	\$1,921,683
0002	Data in Support of CLIN 0001	NSP
	Total FFP	\$1,921,683

OPTION 1 – (If and to the extent exercised)

CLIN	Description	Amount
0003	Completion of Requirements – Optional Task 1 IAW the SOW Paragraph 4.5.1. PSC: AZ14	\$1,209,936
0004	Data in Support of CLIN 0003	NSP
	Total FFP	\$1,209,936

OPTION 2 – (If and to the extent exercised)

CLIN	Description	Amount
0005	Completion of Requirements – Optional Task 2 IAW the SOW Paragraph 4.5.2. PSC: AZ14	\$1,209,936
0006	Data in Support of CLIN 0005	NSP
	Total FFP	\$1,209,936

OPTION 3 – (If and to the extent exercised)

CLIN	Description	Amount
0007	Completion of Requirements – Optional Task 3 IAW the SOW Paragraph 4.5.3. PSC: AZ14	\$2,409,049
0008	Data in Support of CLIN 0007	NSP
	Total FFP	\$2,409,049

Total Price of Effort	\$6,750,604
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SECTION C – WORK STATEMENT/SPECIAL REQUIREMENTS

C-1 Statement of Work

CLIN 0001 shall be performed in accordance with the Statement of Work (SOW) Paragraph 4.0 through Paragraph 4.4.2, Attachment I, hereto.

CLIN 0002 (data in support of CLIN 0001) shall be performed in accordance with the Contracts Data Requirements List (CDRLs), Exhibit A, hereto.

Optional CLINs 0003, 0005, and 0007 (if and to the extent exercised) shall be performed IAW the SOW, Attachment 1, hereto.

Optional CLINs 0004, 0006, and 0008 (if and to the extent exercised) – Data in support of CLINs 0003, 0005, and 0007 shall be delivered in accordance with the CDRLs, Exhibit A, hereto.

SECTION D – PACKAGING AND MARKING

Preservation, packaging, and packing shall provide adequate protection against physical damage during shipment for all deliverable items in accordance with standard commercial practices. The contractor shall be responsible for shipping. The items shall be packed and marked in accordance with best commercial practices to ensure safe arrival at their destination.

SECTION E – INSPECTION AND ACCEPTANCE

(a) Government Official/CTTSO will perform inspection and acceptance of the research furnished under this contract.

(b) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government in written form, two copies of a Material Inspection and Receiving Report (DD Form 250). Do not use the Wide Area Workflow. Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on the DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(c) On the Material Inspection and Receiving Reports (DD Form 250), the contractor shall include valuation information on all supply line items (including those not separately priced) for which the Government's unit acquisition cost is \$5,000 or more or as otherwise listed in the paragraph (c) of DFARS 252.211-7003, and when applicable, iUID information in iUID XMLfile or iUID flat file electronic format, as required by DFARS 252.211-7003.

The electronic media shall be prepared and furnished to the Government at the time of delivery of supplies or services. Provide additional copies to the Contracting Officer's Representative and the Procuring Contracting Officer concurrent with delivery.

SECTION F – DELIVERIES OR PERFORMANCE

- F-1 Deliveries**
- F-2 Contract Dates**
- F-3 Period of Performance**
- F-4 Contractor Notice Regarding Late Delivery**

F-1 Delivery

FAR Clause 52.247-34 “F.O.B. Destination” (NOV 1991) is hereby incorporated into the contract by reference with the same force and effect as if set forth in full. All deliverables under this contract shall be delivered in accordance with the Statement of Work to the following address or other location specified by the COR:

Combating Terrorism Technical Support Office
ATTN: Physical Security (PS) Subgroup
4800 Mark Center Drive, Suite 13E13
Alexandria, VA 22350-2600

F-2 Contract Dates

- (a) All periods of time referenced herein (unless otherwise stated) shall be measured by calendar days, weeks, months as opposed to “work” days, weeks, months.
- (b) With regard to due dates for submission of reports, data, hardware, etc., called for in Section F hereof, the contractor will submit same in sufficient time to allow for their arrival at the specified destination on or before the due date indicated.

F-3 Period of Performance

The period of performance for this contract is as follows:

CLIN	Period of Performance
0001-0002	Twenty (20) months from date of award
0003-0004*	Six (6) months from date of option exercise
0005-0006*	Six (6) months from date of option exercise
0007-0008*	Six (6) months from date of option exercise

**If and to the extent exercised*

F-4 Contractor Notice Regarding Late Delivery

In the event the Contractor for any reason anticipates or encounters difficulty in complying with the delivery schedule or date or in meeting any of the other requirements of any order, the Contractor shall notify, in writing, the Contracting Officer, giving all pertinent details; provided, however, that this date in the notice shall be informational only in character and that receipt by the Government shall not be construed as a waiver by the Government (i) of any delivery schedule or date (ii) of compliance with any other contract requirements by the Contractor or (iii) of any other rights or remedies provided to the Government by law or under this contract.

SECTION G – CONTRACT ADMINISTRATION DATA

- G-1 Contract Administration**
- G-2 Accounting and Appropriation Data**
- G-3 Invoicing and Payment Instructions**
- G-4 Administrative Procedures Relating to EFT and SAM Requirements**
- G-5 Administrative Procedures Relating to EFT**
- G-6 Contract Completion and Closeout**
- G-7 Contracting Officer's Authority (June 1994) (FAC 5252.201-9300)**
- G-8 Contracting Officer's Representative (COR) DFARS 252.201-7000 (DEC 1991)**

(b)(6)

G-1 Contract Administration

(b)(6)

G-2 Accounting and Appropriation Data

The accounting and appropriation data sheet, Attachment 2, applies to this contract.

The following table summarizes the current funding profile:

CLIN	Previous Funding	Current Funding	Total Funding	CLIN Value	Remaining
0001	\$0	\$1,231,932	\$1,231,932	\$1,921,683	\$689,751
0003*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0005*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0007*	\$0	\$0	\$0	\$2,409,049	\$2,409,049
Total	\$0	\$1,231,932	\$1,231,932	\$6,750,604	\$5,518,672

**If and to the extent exercised*

G-3 Invoicing and Payment Instructions

- (a) Attention should be directed to FAR 52.232.25 entitled “Prompt Payment,” which is incorporated into this contract by the applicable general provision in Section I herein. Furthermore, this provision shall be read and applied as modified herein.

Regardless if approved for direct billing by DCAA or not, the contractor shall submit proper invoices/vouchers on Standard Form (SF) 1034 Public Voucher to the Technical Support Working Group (TSWG) who shall approve and forward the invoice/voucher to the payment office. Invoices are to be submitted to the address listed below:

Invoice@cttso.gov

- (b) All vouchers/invoices must indicate the Contract Line Item Number (CLIN) or the separately priced Contract Subline Item Number (SLIN) for which payment is requested. The description, quantity, unit of measure, unit price, and extended price of supplies and/or services performed must be broken out by CLIN or SLIN. If progress, milestone, or performance based payments are incorporated, the contractor shall submit a separate document certifying that the progress, milestone or performance based events have been completed.
- (c) Invoices/vouchers that do not conform to the aforementioned specifications will be returned to the contractor for corrections. Payment will only be made on properly submitted invoices/vouchers.
- (d) Inquiries regarding payment status may be directed to the payment office at (202) 284-1122 (primary) or (202) 284-1160 (alternate), provided a reasonable time has passed (normally 25 days after submission or the voucher/invoices.)

G-4 Administrative Procedures Related to Electronic Funds Transfer (EFT) and System for Award Management (SAM) Requirement (DEC 2019)

- (a) Registration in the System for Award Management (SAM) is required for this contract/order, regardless of the method of payment.

- (b) The government will make payments by Electronic Funds Transfer (EFT).

(1) As the Payment office is unable to retrieve EFT information via SAM, FAR 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management applies. FAR 52.232-34 is incorporated by reference to this contract in Section I.

(2) Because payments will be made by EFT, it is required that your financial institution be a participating member of the National Automated Clearing House Association (NACHA). Provide EFT information, the procurement identification number, and the authorization to forward payment to the Contracting Officer via SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form no later than 15 days prior to submission of the first request for payment.

(3) In the event that EFT information changes during performance of the contract/order, the contractor shall be responsible for providing the updated information to the Contracting Officer, in accordance with FAR 52.232-34.

G-5 Administrative Procedures Relating to Electronic Funds Transfer Payment Methods

- (a) Electronic Funds Transfer (EFT) is available under this contract. It is required that the Contractor's financial institution be a participating member of the National Automated Clearinghouse Association (NACHA).
- (b) It is the responsibility of the payee to authorize the payers to forward payments in accordance with EFT methods. This authorization must be communicated in writing via the SF 3881, Payment Information Form; The Automated Clearinghouse (ACH) Vendor Payment System form will be provided for use in enrolling in the program upon award. The contract office has completed the Agency Information Section of the form. It will be necessary to complete the Financial Institution section. In addition to the signature/title of the Contractor's bank representative, please have the ACH form notarized by the financial institution. This will avoid delays in processing payments.
- (c) To assist the Contractor in identifying its payments, an addendum record will be included with each payment issued to the Contractor's financial institution. An addendum contains accounting or payment information (e.g. invoice numbers, discount terms). The Contractor and its financial institution should agree how and when the addendum information will be provided to the Contractor. The Government will use the CTX ACH payment format to transmit payments and addenda records to the Contractor's financial institution.

G-6 Contract Completion and Closeout

Upon delivery of goods and services required under this contract, and after final payment, the Government may unilaterally close out this contract for administrative purposes. This action shall complete the contractor's and the Government's actions under this contract, except for those liabilities which may continue under other terms of this contract, including, but not limited to, warranty obligations, obligations the contractor may have under the inspection clause, and obligations or liabilities imposed upon either party by statute or regulation.

G-7 Contracting Officer's Authority (June 1994) (FAC 5252.201-9300)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, written or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increase in scope of the work to be performed, it is the Contractor's responsibility to make an inquiry of the Contracting Officer before making any deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G-8 Assignment of Contracting Officer's Representative (AUG 2017)

In order to ensure efficient administration of this contract, this clause provides the following delineation of duties between contracting officer representatives. Contact the Contracting Officer or the individual/position designated as having the responsibility, with any questions, clarifications, or information regarding the functions assigned.

CONTRACTING OFFICER'S REPRESENTATIVES

- (a) The PCO hereby designates the following as the Contracting Officer's Representatives (CORs). If an Alternate Contracting Officer Representative (ACOR) is listed, the ACOR performs the duties and responsibilities of the primary COR **in his or her absence**, due to leave, illness, or official business only.

For surveillance of **technical performance** for this contract, the following individual is designated as the **COR**:

(b)(6)	PS
Name	Code
(b)(6)	
Telephone Number	

(b) The functions checked below are assigned to the COR for technical performance:

- ☒ a. Controlling all government technical interface with the contractor.
- ☒ b. Coordinating government site entry for contractor personnel, if applicable.
- ☒ c. Reviewing, commenting, and reporting on the contractor's progress to the Contracting Officer, and ensuring the contractor complies with the reporting requirements.
- ☒ d. Informing the Contracting Officer of any technical or contractual difficulties encountered during contract performance in a timely manner.
- ☒ e. Ensuring that copies of all government technical correspondence are forwarded to the contracting officer for placement in the official contract file or are retained until the end of the contract, when the file will be sent to the Administrative Contracting Officer (ACO) or the Procuring Contracting Officer (PCO), as appropriate.
- ☒ f. Providing independent government estimates of desired or ordered work.
- ☒ g. Keeping track of funds expended and remaining funds available to avoid overspending on the contract or order.
- ☒ h. Ensuring that Government Furnished Property is (1) delivered to the contractor on time so as not to delay contractor performance, and (2) assisting the contracting officer with disposition of Government Property upon contract completion or when no longer required by the contractor.
- ☒ i. Accepting services and/or deliverables when completed, unless otherwise specified in the contract or order, and certifying when all deliverables have been accepted by the government using the "Statement of Contract Completion/Acceptance (COR Certification)."
- ☒ j. Reviewing engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility.
- ☒ k. Promptly furnishing documentation on any request for change, deviation, or waiver, whether generated by the Government or the contractor, to the contracting officer for their action.
- ☒ l. Evaluating proposals for and participating in negotiations of changes, modifications, and claims at the request of the contracting officer.
- ☒ m. Assisting in the closeout of the contract.
- ☒ n. Performing other functions specified below:
 - (c) None

SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H-1 Performance Based Payments Schedule**
- H-2 Government Support Service Contractor Participation**
- H-3 Limitation of Government's Obligation DFARS 252.232-7007**
- H-4 Option to Extend Term of Contract – Separately Priced Line Item**

H-1 Performance Based Payments Schedule

This contractor utilizes performance-based payments as contemplated by “Performance Based Payments (Feb 2002)”, FAR 52.232-32, which clause is incorporated by reference into this contract. The performance milestones are defined for the base CLINs in the following tables and for the option CLINs in the subsequent tables. A milestone completion certificate is provided under Attachment 3.

Milestone	Deliverable	Percentage	Funding
Base – CLIN 0001			
1	"Kickoff Meeting"/ System Requirements Review Government Designated Kick-off Meeting and System Requirements Review hosted by Contractor. Funding also supports procurement of long lead items required for meeting the 20 month delivery schedule of Phase I."	1.04%	\$20,000
2	Purchase of long lead items	38.96%	\$748,673
3	Preliminary Design Review	24.11%	\$463,259
4	Critical Design Review	15.89%	\$305,414
5	Delivery of Final Report, Maintenance Manuals, one (1) New Equipment Training session, one (1) complete & fully operational mobile relocatable tower for Government inspection Acceptance, Test and Evaluation	20.00%	\$384,337
Total:		100%	\$1,921,683

Milestone	Deliverable	Payment Percent	Funding
Optional Task 1	Option 1 – CLIN 0003		
1	(1) Mobile Relocatable Tower for long lead items IAW 4.5.1	50.00%	\$604,968
2	Delivery of one (1) additional Mobile Relocatable Tower IAW 4.5.1	50.00%	\$604,968
Total:		100.00%	\$1,209,936
Optional Task 2	Option 2 – CLIN 0005		
1	(1) Mobile Relocatable Tower for long lead items IAW 4.5.2	50.00%	\$604,968
2	Delivery of one (1) additional Mobile Relocatable Tower IAW 4.5.2	50.00%	\$604,968
Total:		100.00%	\$1,209,936
Optional Task 3	Option 3 – CLIN 0007		
1	(1) Mobile Relocatable Tower for long lead items IAW 4.5.3	25.00%	\$599,557
2	(1) Mobile Relocatable Tower for long lead items IAW 4.5.3	25.00%	\$599,557
3	Delivery of two (2) additional Mobile Relocatable Tower IAW 4.5.3	50.00%	\$1,209,936
Total:		100.00%	\$2,409,049

H-2 Government Support Service Contractor Participation

Deliverables under this contract will be reviewed by Navy support contractors (and their subcontractors) acting in advisory role of service contractor to the Combating Terrorism Technical Support Office (CTTSO). It is the

responsibility of the Contractor to come to an agreement with any such support contractors to provide for protection of any proprietary information delivered under this contract.

H-3 Limitation of Government's Obligation DFARS 252.232-7007

(a) Contract line item 0001 is incrementally funded. The sum of \$1,231,932 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

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

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

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

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

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the performance based payments in section H-1.

Contract Award	\$1,231,932
TBD	\$689,751

H-4 Option to Extend Term of Contract (52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within schedule noted below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

Optional CLIN	Option Exercise
0003-0004	May be exercised no later than completion of CLIN 0001-0002
0005-0006	May be exercised no later than completion of CLIN 0001-0002
0007-0008	May be exercised no later than completion of CLIN 0001-0002

SECTION I – CONTRACT CLAUSES INCORPORATED BY REFERENCE

FIXED-PRICE and TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (01 April 2020)

a. The following contract clauses of the Federal Acquisition Regulation (FAR), the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full:

FAR	Title and Date
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)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)

52.204-21	Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) For paragraph (c) reporting, only report to the Contracting Officer. Do not use the https://dibnet.dod.mil website.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019) For paragraph (d) reporting, only report to the Contracting Officer. Do not use the https://dibnet.dod.mil website.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.215-2	Audit and Records – Negotiation(OCT 2010) () Alternate I (MAR 2009) <i>(Using funds from the American Recovery and Reinvestment Act)</i> () Alternate III (JUN 1999) <i>(Head of agency has waived examination of records by GAO per FAR 25.1001)</i>
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)() Alternate I (SEPT16) Fill-in required for Alternate I.
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-50	Combating Trafficking in Persons (JAN 2019)() Alternate I (MAR 2015) Fill-in chart if using Alternate I.
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-10	Filing of Patent Applications—Classified Subject Matter (DEC 2007)
52.232-1	Payments (APR 1984)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014) (X) Alternate I (APR 1984)
52.232-25	Prompt Payment (JAN 2017)
52.232-34	Payment by Electronic Funds Transfer – Other than System for Award Management (JUL 2013) Fill-in : _____ The Contractor shall provide EFT information with submission of proposal.
52.232-38	Submission of Electronic Funds Transfer Information with Offer (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014) () Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13	Bankruptcy (JUL 1995)
52.244-6	Subcontracts for Commercial Items (AUG 2019) For the following clauses, only report to the Contracting Officer. Do not use the https://dibnet.dod.mil website. -FAR 52.204-13 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, for paragraph (c), Reporting. -FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, for paragraph (d), Reporting
52.246-16	Responsibility for Supplies (APR 1984)
52.252-2	Clauses Incorporated by Reference (FEB 1998)
52.252-5	Authorized Deviations in Provisions (APR 1984) <i>Fill in for para (b): Defense Acquisition Regulation System, Department of Defense (48 CFR Chapter 2)</i>
52.252-6	Authorized Deviations in Clauses (APR 1984) <i>Fill in for para (b): Defense Acquisition Regulation System, Department of Defense (48 CFR Chapter 2)</i>
52.253-1	Computer Generated Forms (JAN 1991)

b. The following contract clauses of the Department of Defense FAR Supplement, the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full:

DFARS	Title and Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (DEC 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
252.204-7000	Disclosure of Information (OCT 2016)
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.204-7015	Disclosure of Information to Litigation Support Contractors (MAY 2016)
252.209-7004	Subcontracting With Firms That Are Owned or Controlled by the Government that is a State Sponsor of Terrorism (MAY 2019)
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2018)
252.225-7012	Preference for Certain Domestic Commodities (DEC 2017)
252.225-7048	Export-Controlled Items (JUN 2013)
252.227-7013	Rights in Technical Data—Noncommercial Items (FEB 2014) () Alternate II (MAR 2011) (use in contracts for the development or delivery of a vessel design or any useful article embodying a vessel design)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014) () Alternate I (JUN 1995)
252.227-7015	Technical Data—Commercial Items (FEB 2014) () Alternate I (DEC 2011) (use in contracts for the development or delivery of a vessel design or any useful article embodying a vessel design)
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
252.227-7019	Validation of Asserted Restrictions—Computer Software (SEP 2016)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (APR 1988)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030	Technical Data—Withholding of Payment (MAR 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEPT 2016)
252.232-7010	Levies on Contract Payments (DEC 2006)
252.243-7001	Pricing of Contract Modifications (DEC 1991)
252.243-7002	Request for Equitable Adjustment (DEC 2012)

c. The following contract clauses of the Federal Acquisition Regulation (FAR), the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full when the clause is preceded by an "X" in the "Effect" column (clauses preceded by "N/A" are inapplicable to this acquisition):

Effect	FAR	Title and Date
X	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
X	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
X	52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
X	52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)(DoD DEVIATION 2018-O0018) Text of deviation may be found at https://www.acq.osd.mil/dpap/dars/class_deviations.html
N/A	52.204-2	Security Requirements (AUG 1996) () Alternate 1 (APR 1984)
N/A	52.204-2	Security Requirements – Basic (DEVIATION 19-007C)(May 2019)
N/A	52.204-2	Security Requirements – Alternate 1 (DEVIATION 19-007C)(May 2019)
N/A	52.204-2	Security Requirements – Alternate II (DEVIATION 19-007C)(May 2019)
N/A	52.204-6	Unique Entity Identifier (OCT 2016)
N/A	52.204-7	System for Award Management (OCT 2018) () Alternate I (OCT 2018) (X) DFARS 252.204-7004 Alternate A (FEB 2014). Substitute paragraph (a) for paragraph (a) of FAR 52.204-7..
X	52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)

X	52.204-12	Unique Entity Identifier Maintenance (OCT 2016)
X	52.204-13	System for Award Management Maintenance (OCT 2018)
N/A	52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
N/A	52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
N/A	52.208-8	Required Sources for Helium and Helium Usage Data (AUG 2018)
N/A	52.209-3	First Article Approval—Contractor Testing (SEP 1989) Multiple Fill-ins required. See Section _____. () Alternate I (JAN 1997) () Alternate II (SEP 1989)
N/A	52.209-4	First Article Approval—Government Testing (SEP 1989) Multiple Fill-ins required. See Section _____. () Alternate I (JAN 1997) () Alternate II (SEP 1989)
N/A	52.210-1	Market Research (APR 2011)
N/A	52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008) Fill in: This is a: [] DX rated order; [] DO rated order
N/A	52.211-15	Defense Priority and Allocation Requirements (APR 2008)
N/A	52.215-9	Changes or Additions to Make-or-Buy Program (OCT 1997) () Alternate I (OCT 2010) (for fixed-price incentive type contract)
N/A	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
N/A	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (AUG 2011)
N/A	52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
N/A	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010)
X	52.215-14	Integrity of Unit Prices (OCT 2010) (X) Alternate I (OCT 1997)
X	52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
X	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
X	52.215-19	Notification of Ownership Changes (OCT 1997)
X	52.215-21	Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data—Modifications (OCT 2010) () Alternate I (OCT 2010) (see proposal instructions for format) () Alternate II (OCT 1997) (see instructions for ACO/Auditor addresses) () Alternate III (OCT 1997) (applies if submission by electronic media is required) () Alternate IV (OCT 2010) (SF1411 not required; data other than certified cost or pricing data required)
N/A	52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (OCT 2009)
X	52.215-23	Limitations on Pass-Through Charges (OCT 2009) () Alternate I (OCT 2009)
N/A	52.216-4	Economic Price Adjustment – Labor and Materials (JAN 2017)
N/A	52.216-5	Price Redetermination—Prospective (OCT 1997)
N/A	52.216-6	Price Redetermination—Retroactive (OCT 1997)
N/A	52.216-7	Allowable Cost and Payment (AUG 2018) () Alternate II (AUG 2012) –Time-and-Material type contract with an educational Institution. () Alternate III (AUG 2012) – Time-and-Material type contract with a State or Local Government. () Alternate IV (AUG 2012) – Time-and-Material type contract with a nonprofit organization other than an educational institution, a State or local government or a nonprofit organization exempted under OMB Circular A-122.
N/A	52.216-16	Incentive Price Revision—Firm Target (OCT 1997) () Alternate I (APR 1984)
N/A	52.216-17	Incentive Price Revision—Successive Targets (OCT 1997) () Alternate I (APR 1984)
N/A	52.216-19	Order Limitations (OCT 1995) Multiple fill-ins required. See Section _____. Fill-in: _____ [Govt. insert date after which the Contractor is not required to make deliveries.]
N/A	52.216-20	Definite Quantity (OCT 1995) Fill-in: _____ [Govt. insert date after which the Contractor is not required to make deliveries.]
N/A	52.216-21	Requirements (OCT 1995) Fill-in: _____ [Govt. insert date after which the Contractor is not required to make deliveries.] () Alternate I (APR 1984) () Alternate II (APR 1984)
N/A	52.216-22	Indefinite Quantity (OCT 1995) Fill-In: _____ [Govt. insert date after which the Contractor is not required to make deliveries]
N/A	52.216-27	Single or Multiple Awards (OCT 1995)
N/A	52.216-28	Multiple Awards for Advisory and Assistance Services (OCT 1995)
N/A	52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
N/A	52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition Without Adequate Price Competition (FEB 2007)
X	52.219-8	Utilization of Small Business Concerns (OCT 2018)

X	52.219-9	Small Business Subcontracting Plan (DoD DEVIATION 2018-00018)(MAR 2020) (X) Alternate III (MAR 2020) Text of deviation may be found at https://www.acq.osd.mil/dpap/dars/class_deviations.html
X	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999)
N/A	52.219-28	Post-Award Small Business Program Representation (MAR 2020) () Alternate I (MAR 2020)
N/A	52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
N/A	52.222-3	Convict Labor (JUN 2003)
X	52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2018)
X	52.222-29	Notification of Visa Denial (APR 2015)
X	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
X	52.222-54	Employment Eligibility Verification (OCT 2015)
N/A	52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)
N/A	52.222-56	Certification Regarding Trafficking and Persons Compliance Plan (MAR 2015)
N/A	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Contractor fill-in required for paragraph (b): _____
N/A	52.223-5	Pollution Prevention and Right to Know (MAY 2011) () Alternate I (MAY 2011) (<i>environmental management system</i>) () Alternate II (MAY 2011) (<i>facility compliance audits</i>)
N/A	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-designated items (MAY 2008)
N/A	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)
N/A	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)
X	52.223-13	Acquisition of EPEAT – Registered Imaging Equipment (JUNE 2014) () Alternate I
N/A	52.223-14	Acquisition of EPEAT – Registered Televisions (JUNE 2014) () Alternate I
N/A	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
N/A	52.223-16	Acquisition of EPEAT – Registered Personal Computer Products (JUNE 2014) () Alternate I (JUN 2014)
N/A	52.223-19	Compliance with Environmental Management Systems (MAY 2011)
N/A	52.223-20	Aerosols (JUN 2016)
N/A	52.223-21	Foams (JUN 2016)
N/A	52.224-1	Privacy Act Notification (APR 1984)
N/A	52.224-2	Privacy Act (APR 1984)
N/A	52.224-3	Privacy Training (JAN 2017) () Alternate 1 (JAN 2017)
N/A	52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises (JUN 2000)
N/A	52.226-4	Notice of Disaster or Emergency Set-Aside (NOV 2007) Fill-in: _____ [Govt. insert definite geographic boundaries.]
N/A	52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
N/A	52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)
N/A	52.227-3	Patent Indemnity (APR 1984)
N/A	52.227-11	Patent Rights—Ownership by the Contractor (MAY 2014) In paragraph (j) Communications, insert: "Via the Contracting Officer" () Alternate I (JUN 1989) () Alternate II (DEC 2007) () Alternate III (JUN 1989) () Alternate IV (JUN 1989) () Alternate V (DEC 2007)
N/A	52.227-11	Patent Rights—Ownership by the Contractor (DEVIATION 19-004C) (MAY 2019)
N/A	52.227-13	Patent Rights—Ownership by the Government (DEC 2007) () Alternate I (JUN 1989) () Alternate II (DEC 2007)
N/A	52.228-2	Additional Bond Security (OCT 1997)
N/A	52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
N/A	52.228-5	Insurance—Work on a Government Installation (JAN 1997)
N/A	52.228-11	Pledges of Assets (AUG 2018)
N/A	52.228-14	Irrevocable Letter of Credit (NOV 2014)
X	52.229-3	Federal, State, and Local Taxes (FEB 2013)

X	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (FEB 2013)
N/A	52.229-6	Taxes—Foreign Fixed-Price Contracts (FEB 2013)
N/A	52.229-7	Taxes – Fixed-Price Contracts with Foreign Governments (FEB 2013)
N/A	52.230-2	Cost Accounting Standards (DEVIATION 2018-O0015) (MAY 2018) Deviation changes paragraph (d), last sentence, from “in excess of \$750,000” to “in excess of \$2 million.”
N/A	52.230-3	Disclosure and Consistency of Cost Accounting Standards (DEVIATION 2018-O0015) (MAY 2018) Deviation changes paragraph (d)(2), to read: “This requirement shall apply only to negotiated subcontracts in excess of \$2 million.”
N/A	52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (DEVIATION 2018-O0015) (MAY 2018) Deviation changes paragraph (d)(2), to read: “This requirement shall apply only to negotiated subcontracts in excess of \$2 million.”
N/A	52.230-5	Cost Accounting Standards, Educational Institutions (DEVIATION 2018-O0015) (MAY 2018) Deviation changes paragraph (d)(2), to read: “This requirement shall apply only to negotiated subcontracts in excess of \$2 million.”
N/A	52.230-6	Administration of Cost Accounting Standards (JUN 2010)
N/A	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012) Fill-in for (h)(2): 30th
N/A	52.232-32	Performance-Based Payments (APR 2012)
N/A	52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
X	52.239-1	Privacy or Security Safeguards (AUG 1996)
N/A	52.242-1	Notice of Intent to Disallow Costs (APR 1984)
N/A	52.242-3	Penalties for Unallowable Costs (MAY 2014)
N/A	52.242-4	Certification of Final Indirect Costs (JAN 1997)
X	52.242-5	Payments to Small Business Subcontractors (JAN 2017)
X	52.242-15	Stop Work Order (AUG 1989) () Alternate I (APR 1984)
N/A	52.242-17	Government Delay of Work (APR 1984)
X	52.243-1	Changes – Fixed Price (AUG 1987) () Alternate I (APR 1984) (services with no supplies) () Alternate II (APR 1984) (services with supplies) () Alternate III (APR 1984) (A&E or professional services) () Alternate IV (APR 1984) (transportation services) (X) Alternate V (APR 1984) (R&D only)
N/A	52.243-3	Changes—Time-and-Materials or Labor Hour Contracts (SEP 2000)
X	52.244-2	Subcontracts (OCT 2010)
X	52.244-5	Competition in Subcontracting (DEC 1996)
N/A	52.245-1	Government Property (JAN 2017) () Alternate II (APR 2012) <i>Always check as applicable for T&M. For Fixed-Price or LH, applies when government is providing property</i>
N/A	52.245-9	Use and Charges (APR 2012) <i>Always check as applicable when 52.245-1 applies</i>
N/A	52.246-6	Inspection—Time-and-Material and Labor Hour Contracts (MAY 2001) () Alternate I (APR 1984)
N/A	52.246-11	Higher-Level Contract Quality Requirement (DEC 2014)
N/A	52.246-15	Certificate of Conformance (APR 1984)
N/A	52.246-17	Warranty of Supplies of a Noncomplex Nature (JUN 2003) () Alternate II (APR 1984) () Alternate III (APR 1984)() Alternate IV (APR 1984) () Alternate V (APR 1984)
N/A	52.246-18	Warranty of Supplies of a Complex Nature (MAY 2001) () Alternate II (APR 1984) () Alternate III (APR 1984) () Alternate IV (APR 1984)
N/A	52.246-19	Warranty of Systems and Equipment Under Performance Specifications or Design Criteria (MAY 2001)
N/A	52.246-23	Limitation of Liability (FEB 1997)
N/A	52.247-1	Commercial Bill of Lading Notations (FEB 2006)
N/A	52.247-29	F.O.B. Origin (FEB 2006)
N/A	52.247-30	F.O.B. Origin, Contractor's Facility (FEB 2006)
X	52.247-34	F.O.B. Destination (NOV 1991)
X	52.247-48	F.O.B. Destination—Evidence of Shipment (FEB 1999)
N/A	52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
N/A	52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)
N/A	52.247-65	F.O.B. Origin, Prepaid Freight—Small Package Shipments (JAN 1991)
X	52.247-68	Report of Shipment (REPSHIP) (FEB 2006)

N/A	52.248-1	Value Engineering (OCT 2010) () Alternate I (APR 1984) () Alternate II (JAN 2017) () Alternate III (APR 1984)
N/A	52.249-1	Termination for the Convenience of the Government (Fixed Price) (Short Form) (APR 1984) () Alternate I (APR 1984)
X	52.249-2	Termination for the Convenience of the Government (Fixed Price) (APR 2012)
N/A	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
N/A	52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)
X	52.251-1	Government Supply Sources (APR 2012)

d. The following contract clauses of the Department of Defense FAR Supplement, the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full when the clause is preceded by an "X" in the "Effect" column (clauses preceded by "N/A" are inapplicable to this acquisition):

Effect	DFARS	Title and Date
X	252.201-7000	Contracting Officer's Representative (DEC 1991)
X	252.203-7003	Agency Office of the Inspector General (DEC 2012)
N/A	252.203-7003	Agency Office of the Inspector General (DEVIATION 16-002C) (OCT 2015)
N/A	252.203-7004	Display of Hotline Poster(s) (AUG 2019) If applicable: Fill-in for para (b)(2): (insert the appropriate DHS contact information or website)
N/A	252.203-7004	Display of Fraud Hotline Poster(s) (DEVIATION 16-001C) (OCT 2015) See Section ____ for full text
X	252.204-7002	Payment for Subline Items Not Separately Priced (DEC 1991)
N/A	252.204-7004	Level 1 Antiterrorism Awareness Training for Contractors (FEB 2019)
X	252.204-7006	Billing Instructions (OCT 2005)
X	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting – Basic (DEVIATION 19-009C)(SEPT 2019)
X	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting – Alternate I (DEVIATION 19-009C)(SEPT 2019)
N/A	252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
X	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019) For paragraph (d) reporting, only report to the Contracting Officer. Do not use the https://dibnet.dod.mil website.
N/A	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991)
N/A	252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991)
N/A	252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus (APR 2012)
N/A	252.209-7007	Prohibited Financial Interests for Lead System Integrators (JAN 2009) Fill-in: The Contracting Officer has determined that the contractor meets the definition of lead system integrator with [] without [] system responsibility.
N/A	252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program (DEC 2010)
N/A	252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program (MAY 2019)
N/A	252.209-7010	Critical Safety Items (AUG 2011) Fill-in required. See Section ____ for list of designated items.
N/A	252.211-7003	Item Identification and Valuation (MAR 2016) Multiple fill-ins required. See Section ____. () Alternate I (DEC 2011)
N/A	252.211-7003	Item Identification and Valuation (JUN 2013) (DEVIATION) Multiple fill-ins required. See Section ____ for full text of clause. () Alternate I (DEC 2011) (DEVIATION) See Section ____ for full text of clause with Alternate.
N/A	252.211-7005	Substitutions for Military or Federal Specifications and Standards (NOV 2005)
N/A	252.211-7008	Use of Government-Assigned Serial Numbers (SEP 2010)
N/A	252.215-7002	Cost Estimating System Requirements (DEC 2012)
N/A	252.215-7003	Requirement for Data Other Than Certified Cost or Pricing Data – Canadian Commercial Corporation (JUL 2012)
N/A	252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data – Modifications – Canadian Commercial Corporation (OCT 2013)
N/A	252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Basic (JAN 2018)
N/A	252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Alternate I (JAN 2018) Format is found in Section ____.
N/A	252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor (JAN 2018)

N/A	252.215-7012	Requirements for Submission of Proposal via Electronic Media (JAN 2018) Fill-in: <i>(insert media format)</i>
N/A	252.215-7014	Exception from Certified Cost or Pricing Data Requirements for Foreign Military Sales Indirect Offsets (JUN 2018)
N/A	252.215-7015	Program Should-Cost Review (NOV 2019)
N/A	252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
N/A	252.216-7003	Economic Price Adjustment – Wage Rates or Material Prices Controlled by a Foreign Government (APR 2012)
N/A	252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011)
N/A	252.216-7006	Ordering (MAY 2011) Fill-in: Such orders may be issued from ____ through ____ . [insert dates]
N/A	252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding (SEP 2013)
N/A	252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments – Basic (NOV 2014) Fill-in: The Foreign military sales commitments are for: <i>[insert name of country]</i> <i>[insert applicable CLIN]</i>
N/A	252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments – Alternate I (NOV 2014)
N/A	252.219-7000	Advancing Small Business Growth (SEP 2016)
X	252.219-7003	Small Business Subcontracting Plan (DoD Contracts) – Alternate I (MAY 2019)
N/A	252.219-7004	Small Business Subcontracting Plan (Test Program)(MAY 2019)
X	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
N/A	252.223-7001	Hazard Warning Labels (DEC 1991)
N/A	252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 1994)
N/A	252.223-7003	Change in Place of Performance—Ammunition and Explosives (DEC 1991)
N/A	252.223-7004	Drug-Free Work Force (SEP 1988)
N/A	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials Basic (SEP 2014)
N/A	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials – Alternate I (SEP 2014)
N/A	252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives (SEP 1999)
N/A	252.225-7001	Buy American —Balance of Payments Program – Basic (DEC 2017)
N/A	252.225-7001	Buy American —Balance of Payments Program – Alternate I (DEC 2017)
X	252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2017)
N/A	252.225-7005	Identification of Expenditures in the United States (JUN 2005)
N/A	252.225-7006	Acquisition of the American Flag (Aug 2015)
N/A	252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (DEC 2018)
N/A	252.225-7008	Restriction on Acquisition of Specialty Metals (MAR 2013)
N/A	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
N/A	252.225-7011	Restriction on Acquisition of Supercomputers (JUN 2005)
N/A	252.225-7013	Duty-Free Entry (MAY 2016)
N/A	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
N/A	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
N/A	252.225-7017	Photovoltaic Devices (DEC 2018)
N/A	252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain (DEC 2009)
N/A	252.225-7021	Trade Agreements – Basic (DEC 2017)
N/A	252.225-7021	Trade Agreements – Alternate II (DEC 2017)
N/A	252.225-7025	Restrictions on Acquisition of Forgings (DEC 2009)
N/A	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
N/A	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003)
N/A	252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006)
N/A	252.225-7032	Waiver of United Kingdom Levies—Evaluation of Offers (APR 2003)
N/A	252.225-7033	Waiver of United Kingdom Levies (APR 2003)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Basic (DEC 2017)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Alternate I (DEC 2017)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Alternate II (DEC 2017)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Alternate III (DEC 2017)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Alternate IV (DEC 2017)
N/A	252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program Alternate V (DEC 2017)
N/A	252.225-7037	Evaluation of Offers for Air Circuit Breakers (DEC 2018)
N/A	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (DEC 2018)

N/A	252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States (JUN 2016)
N/A	252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015) NOTE: Please contact the Procuring Contracting Officer for the most recent information. -Use DFARS Class Deviation 2016-00008, 252.225-7980, Contractor Personnel Performing in the United States Africa Command Area of Responsibility, in lieu of this clause if contract requires performance in USAFRICOM Area of Responsibility (AOR). -Use DFARS Class Deviation 2017-00004, 252.225-7995, Contractor Personnel Performing in the United States Central Command of Responsibility, in lieu of this clause if contract requires performance in USCENTCOM Area of Responsibility (AOR).
N/A	252.225-7041	Correspondence in English (JUN 1997)
N/A	252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States (JUN 2015) [Fill-in for (d): _____] [Consult with PSO and PGI 225.7403-1 for above fill-in.]
N/A	252.225-7047	Exports by Approved Community Members in Performance of the Contract (JUN 2013) [Fill-in for (b): _____]
N/A	252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services (DEC 2018)
N/A	252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (DEVIATION 2020-00006)(FEB 2020)
N/A	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
N/A	252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (FEB 2014)
N/A	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)(JUN 2012)
X	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)(JUN 2012)(DEVIATION 19-004C)(MAY 2019)
X	252.227-7039	Patents – Reporting of Subject Inventions (APR 1990)
N/A	252.228-7001	Ground and Flight Risk (JUN 2010)
N/A	252.228-7003	Capture and Detention (DEC 1991)
N/A	252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (NOV 2019)
N/A	252.229-7000	Invoices Exclusive of Taxes or Duties (JUN 1997)
N/A	252.229-7001	Tax Relief - Basic (SEP 2014)
N/A	252.229-7001	Tax Relief – Alternative I (SEP 2014) (Contract performance in Germany)
N/A	252.229-7003	Tax Exemptions (Italy) (APR 2012)
N/A	252.229-7005	Tax Exemptions (Spain) (APR 2012)
N/A	252.229-7006	Value Added Tax Exclusion (United Kingdom) (DEC 2011)
N/A	252.229-7007	Verification of United States Receipt of Goods (JUN 1997) (Contract performance in United Kingdom)
N/A	252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs (SEP 2005)
N/A	252.229-7014	Taxes – Foreign Contracts in Afghanistan (DEC 2015)
X	252.231-7000	Supplemental Cost Principles (DEC 1991)
X	252.232-7007	Limitation of Government's Obligation (APR 2014) [Multiple fill-ins required. See Section H-#4 for completed paragraphs (a) and (j)]
N/A	252.232-7008	Assignment of Claims (Overseas) (JUN 1997)
N/A	252.232-7013	Performance-Based Payments – Deliverable-Item Basis (APR 2014) Fill-in for (a): Contract Line Item Number(s) (CLIN(s)) _____ Contract Attachment _____ [Contracting Officer insert applicable CLIN(s) and Attachment number] Fill-in for (b)(i): CLIN(s) _____ [Contracting Officer insert applicable CLIN(s)]
N/A	252.232-7014	Notification of Payment in Local Currency (Afghanistan) (SEP 2014)
N/A	252.234-7003	Notice of Cost and Software Data Reporting System – Basic (NOV 2014)
N/A	252.234-7004	Cost and Software Data Reporting System – Basic (NOV 2014)
N/A	252.235-7002	Animal Welfare (DEC 2014)
N/A	252.235-7003	Frequency Authorization - Basic (MAR 2014)
N/A	252.235-7003	Frequency Authorization – Alternate I (MAR 2014)
N/A	252.239-7000	Protection Against Compromising Emanations (JUN 2004)
N/A	252.239-7001	Information Assurance Contractor Training and Certification (JAN 2008)

N/A	252.239-7016	Telecommunications security equipment, devices, techniques, and services (DEC 1991) [Fill-in for (b): _____] [Fill-in for (c): _____]
N/A	252.239-7017	Notice of Supply Chain Risk (FEB 2019)
N/A	252.239-7018	Supply Chain Risk (FEB 2019)
N/A	252.242-7004	Material Management and Accounting System (MAY 2011)
N/A	252.242-7005	Contractor Business Systems (FEB 2012)
N/A	252.242-7006	Accounting System Administration (FEB 2012)
X	252.244-7000	Subcontracts for Commercial Items (JUN 2013)
N/A	252.244-7001	Contractor Purchasing System Administration (MAY 2014) () Alternate I (MAY 2014)
N/A	252.245-7000	Government-Furnished Mapping, Charting and Geodesy Property (APR 2012)
N/A	252.245-7001	Tagging, Labeling and Marking of Government Furnished-Property (APR 2012)
N/A	252.245-7002	Reporting Loss of Government Property (DEVIATION 19-003C)(MAY 2019)
N/A	252.245-7003	Contractor Property Management System Administration (APR 2012)
N/A	252.245-7004	Reporting, Reutilization, and Disposal (DEC 2017) Para (b): Disposition instructions are found in Section ____ of this contract/order
N/A	252.246-7001	Warranty of Data – Basic (MAR 2014) (Other than FPI or FFP, i.e. T&M)
N/A	252.246-7001	Warranty of Data – Alternate I (MAR 2014) (Fixed-price incentive)
X	252.246-7001	Warranty of Data – Alternate II (MAR 2014) (Firm-fixed price)
N/A	252.246-7003	Notification of Potential Safety Issues (JUN 2013)
N/A	252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
N/A	252.246-7005	Notice of Warranty Tracking of Serialized Items (JUN 2011) Fill-in required: Attachment ____ is the attachment for Warranty Tracking Information.
N/A	252.246-7006	Warranty Tracking of Serialized Items (JUN 2011) Fill-in required: Attachment ____ is the attachment for Warranty Tracking Information.
N/A	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)
N/A	252.246-7008	Sources of Electronic Parts (MAY 2018)
N/A	252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
N/A	252.247-7023	Transportation of Supplies by Sea – Basic (FEB 2019)
N/A	252.247-7023	Transportation of Supplies by Sea – Alternate I (FEB 2019)
N/A	252.247-7025	Reflagging or Repair Work (JUN 2005)
N/A	252.247-7026	Evaluation Preference for Use of Domestic Shipyards --- Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
N/A	252.247-7027	Riding Gang Member Requirements (MAY 2018)
N/A	252.249-7002	Notification of Anticipated Contract Termination or Reduction (MAY 2019)(ACAT I programs only)
N/A	252.251-7000	Ordering From Government Supply Sources (AUG 2012)

e. The following contract clauses of the Federal Acquisition Regulation (FAR), applicable to *Fixed Price Research & Development* contracts, the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full:

FAR	Title and Date
52.227-1	Authorization and Consent (DEC 2007) (X) Alternate I (APR 1984) () Alternate II (APR 1984)
52.232-2	Payments Under Fixed-Price Research and Development Contracts (APR 1984)
52.249-9	Default (Fixed-Price Research and Development) (APR 1984)

f. The following contract clauses of the Federal Acquisition Regulation (FAR), applicable to *Fixed Price Research & Development* contracts, the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full when the clause is preceded by an "X" in the "Effect" column (clauses preceded by "N/A" are inapplicable to this acquisition):

Effect	FAR	Title and Date
X	52.243-6	Change Order Accounting (APR 1984)
N/A	52.243-7	Notification of Changes (JAN 2017)
X	52.246-7	Inspection of Research and Development—Fixed Price (AUG 1996)
N/A	52.246-9	Inspection of Research and Development (Short Form) (APR 1984)

g. The following contract clauses of the Department of Defense FAR Supplement, applicable to *Fixed Price Research & Development* contracts, the full text of which will be made available upon request, are hereby incorporated in this contract by reference with the same force and effect as if set forth in full when the clause is preceded by an "X" in the "Effect" column (clauses preceded by "N/A" are inapplicable to this acquisition):

Effect	DFARS	Title and Date
N/A	252.211-7006	Passive Radio Frequency Identification (MAR 2018)
N/A	252.223-7008	Prohibition of Hexavalent Chromium (JUN 2013)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORT-ALTERNATE I (DEVIATION 19-009C)(SEP 2019)

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

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

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

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system. This includes the exfiltration of information from a network via cyber-enabled means.

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

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

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

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

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

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

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services – Alternate I (DEVIATION I 9-009C), of this contract.

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

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

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

(ii) (A) The Contractor shall implement NIST SP 800-171 prior to contract award.

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

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

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

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

(c) Cyber incident reporting requirement

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

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

(ii) Rapidly report cyber incidents related to this contract to the Procuring Contracting Officer. Contractors at any tier are not to report cyber incidents solely related to this contract via the Defense Industrial Base on-line portal (DIBNET) or to the DoD Cyber Crime Center (DC3). If the cyber incident involves other DoD contracts, contractors shall not enter any information related to this contract or order via the DIBNET portal.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the following elements. If not all information is available within 72 hours of discovery, then the contractor shall submit to the Contracting Officer, a follow-on report with the added information when more information becomes available.

- Company name
- Company point of contact information (address, position, telephone, email)
- Unique Entity Identifier (Data Universal Numbering System (DUNS) Number)
- Contract number(s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- U.S. Government Program Manager point of contact (address, position, telephone, email)
- Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
- Facility CAGE code
- Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
- Impact to Covered Defense Information

- Ability to provide operationally critical support
- Date incident discovered
- Location(s) of compromise
- Incident location CAGE code
- DoD program, platforms or systems involved
- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative
- If the cyber incident involved other DoD contracts, and these contracts contain the DFARS clause at 252.204-7012, provide DIBNET incident report number
- Any additional information

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

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

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

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

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported

Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the contracting Officer; and

(2) Require subcontractors to -

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

(ii) Notify the prime Contractor (or next higher-tier subcontractor) for cyber incident submission instructions within 72 hours of discovery of any cyber incident, when reporting a cyber incident to DoD as required in paragraph (c) of this clause. Subcontractors must submit the report as instructed within 72 hours of receiving submission instructions.

(End Clause)

**52.219-7003 Small Business Subcontracting Plan (DoD Contracts)-ALTERNATE I
(DEVIATION 2016-O0009)(AUG 2016)**

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

(a) *Definitions.* "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 83 l(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 Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the Contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second drop-down menu. The Contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End Clause)

252.225-7052, Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (DEVIATION 2020-00006)(FEB 2020)

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

“Assembly” means an item forming a portion of a system or subsystem that—

(1) Can be provisioned and replaced as an entity; and

(2) Incorporates multiple, replaceable parts.

“Commercially available off-the-shelf item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means any item supplied to the Government as part of an end item or of another component.

“Covered country” means—

(1) The Democratic People’s Republic of North Korea;

- (2) The People's Republic of China;
- (3) The Russian Federation; or
- (4) The Islamic Republic of Iran.

“Covered material” means—

- (1) Samarium-cobalt magnets;
- (2) Neodymium-iron-boron magnets;
- (3) Tantalum metal and alloy;
- (4) Tungsten metal powder; and
- (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

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

“Tungsten heavy alloy” means a tungsten base pseudo alloy that—

- (1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or
- (2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm³).

(b) *Restriction.*

- (1) Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

- (2) (i) For samarium-cobalt magnets and neodymium iron-boron magnets, this restriction includes—

(A) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and

(B) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

(ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

- (3) For production of tantalum metal and alloys, this restriction includes the reduction of tantalum chemicals such as oxides, chlorides, or potassium salts, to metal powder and all subsequent phases of production of tantalum metal and alloys, such as consolidation of metal powders and melting.
- (4) For production of tungsten metal powder and tungsten heavy alloy, this restriction includes—
- (i) Atomization;
 - (ii) Calcination and reduction into powder;
 - (iv) Final consolidation of non-melt derived metal powders; and
 - (v) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.
- (c) *Exceptions.* This clause does not apply—
- (1) To an end item that is—
 - (i) A commercially available off-the-shelf item, other than—
 - (A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or
 - (B) A tantalum metal, tantalum alloy, or tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;
 - (ii) An electronic device, unless otherwise specified in the contract; or
 - (iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.
 - (2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.
 - (i) For tantalum metal, tantalum alloy, and tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.
 - (ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.

(End Clause)

SECTION J – LIST OF ATTACHMENTS

Exhibit A – Contract Data Requirements List (CDRLs)

Attachment 1 – Statement of Work

Attachment 2 – Accounting and Appropriation Data

Attachment 3 – Milestone Completion Certificate

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Form Approved OMB No. 0704-0188

A. CONTRACT LINE ITEM NO:		001		D. SYSTEM / ITEM:			
B. EXHIBIT:		E. CONTRACTOR / PR NO:					
C. CATEGORY:		()TDP ()TM () OTHER		F. CONTRACTOR:		EFW Inc.	
1. DATA ITEM NO:		A001					
2. TITLE OF DATA ITEM:		PROJECT PLAN					
3. SUBTITLE:		Program Management Plan					
4. AUTHORITY:		DI-MGMT-80004/80507/81334C					
5. CONTRACT REFERENCE:		SOW Paragraph 5.2.1					
6. REQUIRING OFFICE:		CTTSO/TSWG	9. DIST STATEMENT REQUIRED:		B See 16	12. DATE OF FIRST SUB:	See 16
7. DD250 REQ			10. FREQUENCY:		See 16	13. DATE OF SUBS SUB:	See 16
8. APP CODE:		A See 16	11. AS OF DATE:		See 16		
14. DISTRIBUTION - A: ADDRESSEES					B. COPIES	DRAFT	FINAL
15. TOTAL:					0	0	0

Blk 14: See SOW paragraph 5.3 for address information.

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A. CONTRACT LINE ITEM NO:		001		D. SYSTEM / ITEM:		
B. EXHIBIT:				E. CONTRACTOR / PR NO:		
C. CATEGORY:	()TDP ()TM (X) OTHER			F. CONTRACTOR:	EFW Inc.	
1. DATA ITEM NO:	A002					
2. TITLE OF DATA ITEM:	CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT					
3. SUBTITLE:	MONTHLY REPORTS					
4. AUTHORITY:	DI-MGMT-80227					
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.2					
6. REQUIRING OFFICE:	CTTSO/TSWG	9. DIST STATEMENT REQUIRED:	B-SEE 16	12. DATE OF FIRST SUB:	SEE 16	
7. DD250 REQ	N/A	10. FREQUENCY:	MTHLY	13. DATE OF SUBS SUB:	SEE 16	
8. APP CODE:	N/A	11. AS OF DATE:	15			
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G. PREPARED BY:		(b)(6)	I. APPROVED BY:
H. DATE:		03/26/2020	J. DATE
			03/26/2020
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:	

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A. CONTRACT LINE ITEM NO:	001		D. SYSTEM / ITEM:							
B. EXHIBIT:			E. CONTRACTOR / PR NO:							
C. CATEGORY:	()TDP ()TM () OTHER		F. CONTRACTOR:	EFW Inc.						
1. DATA ITEM NO:	ADMN A003									
2. TITLE OF DATA ITEM:	MEETING MINUTES/CONFERENCE NOTES									
3. SUBTITLE:	MEETING MINUTES									
4. AUTHORITY:	DI-ADMN-81250A/81308A/81505									
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.3									
6. REQUIRING OFFICE:	CTTSO/TSWG		9. DIST STATEMENT REQUIRED:	B See 16			12. DATE OF FIRST SUB:	SEE 16		
7. DD250 REQ	N/A		10. FREQUENCY:	SEE 16			13. DATE OF SUBS SUB:	SEE 16		
8. APP CODE:	A See 16		11. AS OF DATE:	SEE 16						
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A. CONTRACT LINE ITEM NO:	001		D. SYSTEM / ITEM:						
B. EXHIBIT:			E. CONTRACTOR / PR NO:						
C. CATEGORY:	SDMP	()TDP ()TM (X) OTHER	F. CONTRACTOR:	EFW Inc.					
1. DATA ITEM NO:	A004								
2. TITLE OF DATA ITEM:	PROGRAM-UNIQUE SPECIFICATION DOCUMENTS								
3. SUBTITLE:	System Requirements Specification								
4. AUTHORITY:	DI-SDMP-81493								
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.4								
6. REQUIRING OFFICE:	CTTSO/TSWG	9. DIST STATEMENT REQUIRED:	B-SEE 16	12. DATE OF FIRST SUB:	SEE 16				
7. DD250 REQ	LT	10. FREQUENCY:	SEE 16	13. DATE OF SUBS SUB:	SEE 16				
8. APP CODE:	A-SEE 16	11. AS OF DATE:	N/A						
14. DISTRIBUTION - A: ADDRESSEES				B. COPIES	DRAFT		FINAL		
15. TOTAL:				0	0		0		

NOTE – Sections 5.1.1 through 5.1.4 denote open API, data backhaul, and TAK/ATAK/ONVIF compliance.

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A. CONTRACT LINE ITEM NO:		001		D. SYSTEM / ITEM:		
B. EXHIBIT:		E. CONTRACTOR / PR NO:				
C. CATEGORY:		()TDP ()TM (X) OTHER		F. CONTRACTOR:		
NDTI		EFW Inc.				
1. DATA ITEM NO:		A005				
2. TITLE OF DATA ITEM:		TEST PLAN				
3. SUBTITLE:		N/A				
4. AUTHORITY:		DI-NDTI-80566A				
5. CONTRACT REFERENCE:		SOW Paragraph 5.2.5				
6. REQUIRING OFFICE:		9. DIST STATEMENT REQUIRED:		12. DATE OF FIRST SUB:		
CTTSO/TSWG		B-SEE 16		SEE 16		
7. DD250 REQ		10. FREQUENCY:		13. DATE OF SUBS SUB:		
LT		SEE 16		SEE 16		
8. APP CODE:		11. AS OF DATE:				
A		N/A				
14. DISTRIBUTION - A: ADDRESSEES				B. COPIES	DRAFT	FINAL
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A. CONTRACT LINE ITEM NO:		001		D. SYSTEM / ITEM:			
B. EXHIBIT:				E. CONTRACTOR / PR NO:			
C. CATEGORY:		()TDP ()TM (X) OTHER		F. CONTRACTOR:		EFW Inc.	
1. DATA ITEM NO:		A006					
2. TITLE OF DATA ITEM:		SCIENTIFIC AND TECHNICAL REPORTS					
3. SUBTITLE:		TEST REPORTS					
4. AUTHORITY:		DI-NDTI-80809B					
5. CONTRACT REFERENCE:		SOW Paragraph 5.2.6					
6. REQUIRING OFFICE:		CTTSO/TSWG	9. DIST STATEMENT REQUIRED:		B-SEE 16	12. DATE OF FIRST SUB: SEE BLK 16	
7. DD250 REQ		LT	10. FREQUENCY:		ONE/R	13. DATE OF SUBS SUB: SEE BLK 16	
8. APP CODE:		A-SEE 16	11. AS OF DATE:		N/A		
14. DISTRIBUTION - A: ADDRESSEES					B. COPIES	DRAFT	FINAL
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G. PREPARED BY:		I. APPROVED BY:	
H. DATE:		J. DATE	
03/26/2020		03/26/2020	
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:	

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A. CONTRACT LINE ITEM NO:	001		D. SYSTEM / ITEM:						
B. EXHIBIT:			E. CONTRACTOR / PR NO:						
C. CATEGORY:	()TDP ()TM (X) OTHER MGMGT		F. CONTRACTOR:	EFW Inc.					
1. DATA ITEM NO:	A008								
2. TITLE OF DATA ITEM:	SCIENTIFIC AND TECHNICAL REPORTS SUMMARY								
3. SUBTITLE:	TECHNOLOGY TRANSITION PLAN								
4. AUTHORITY:	DI-MISC-80000B								
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.8								
6. REQUIRING OFFICE:	CTTSO/TSWG	9. DIST STATEMENT REQUIRED:	B-SEE 16	12. DATE OF FIRST SUB:	SEE 16				
7. DD250 REQ	LT	10. FREQUENCY:	SEE 16	13. DATE OF SUBS SUB:	SEE 16				
8. APP CODE:	A-SEE 16	11. AS OF DATE:	SEE 16						
14. DISTRIBUTION - A: ADDRESSEES				B. COPIES	DRAFT	FINAL			
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G. PREPARED BY:		(b)(6)	I. APPROVED BY:		(b)(6)
H. DATE:		03/26/2020	J. DATE		03/26/2020
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:			

Form Approved OMB No. 0704-0188

A. CONTRACT LINE ITEM NO:	001		D. SYSTEM / ITEM:						
B. EXHIBIT:			E. CONTRACTOR / PR NO:						
C. CATEGORY:	MGMT (<input type="checkbox"/> TDP) (<input type="checkbox"/> TM) (<input checked="" type="checkbox"/> OTHER)		F. CONTRACTOR:	EFW Inc.					
1. DATA ITEM NO:	A008 (CONTINUED FROM PAGE 2)								
2. TITLE OF DATA ITEM:	SCIENTIFIC AND TECHNICAL REPORTS SUMMARY								
3. SUBTITLE:	TECHNOLOGY TRANSITION PLAN								
4. AUTHORITY:	DI-MISC-80000B								
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.8								
6. REQUIRING OFFICE:	CTTSO/TSWG		9. DIST STATEMENT REQUIRED:	B-SEE 16		12. DATE OF FIRST SUB:	SEE 16		
7. DD250 REQ	LT		10. FREQUENCY:	SEE 16		13. DATE OF SUBS SUB:	SEE 16		
8. APP CODE:	A-SEE 16		11. AS OF DATE:	SEE 16					
14. DISTRIBUTION - A: ADDRESSEES						B. COPIES	DRAFT	FINAL	
15. TOTAL:						0		0	

Transition/Commercialization Strategy Discussion: Cite the developer's intention to venture or license the technology with associated timelines for actions associated with the transition/commercialization activity. Discussion should include roles of current development partners or other associations to be leveraged.

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A. CONTRACT LINE ITEM NO:	001	D. SYSTEM / ITEM:	
B. EXHIBIT:		E. CONTRACTOR / PR NO:	
C. CATEGORY:	MISC (<input type="checkbox"/> TDP <input checked="" type="checkbox"/> TM (<input checked="" type="checkbox"/>) OTHER	F. CONTRACTOR: EFW Inc.	
1. DATA ITEM NO:	A009		
2. TITLE OF DATA ITEM:	TECHNICAL REPORT - STUDY/SERVICES		
3. SUBTITLE:	FINAL REPORTS, SUMMARY REPORTS AND TECHNICAL REPORTS		
4. AUTHORITY:	DI-MISC-80508 and DI-ADMN-80447		
5. CONTRACT REFERENCE:	SOW Paragraph 5.2.9		
6. REQUIRING OFFICE:	CTTSO/TSWG	9. DIST STATEMENT REQUIRED: B-SEE 16	
7. DD250 REQ:	LT	10. FREQUENCY: ONE/R	
8. APP CODE:	A-SEE 16	11. AS OF DATE: N/A	
14. DISTRIBUTION - A: ADDRESSEES	B. COPIES	DRAFT	FINAL
15. TOTAL:	0	0	0

G. PREPARED BY:		I. APPROVED BY:	
(b)(6)		(b)(6)	
H. DATE:		J. DATE	
03/26/2020		03/26/2020	
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:	

**STATEMENT OF WORK
FOR
TSWG Task PS-SD-4781
Relocatable Tower**

- 1.0. BACKGROUND.** The current eighty-foot (80') tall static video surveillance towers have a nominal communications capability to send/receive tactical radio signals, data and imagery, and do not provide persistent surveillance out to required ranges. As such, they provide limited situational awareness for Command and Control (C2) and personnel in the field, particularly in austere locations, challenging terrains, and inclement weather.
- 2.0. SCOPE.** Develop and deliver a mobile tower video surveillance platform for integration with existing technology and emerging surveillance technology to provide Situational Awareness (SA) in remote and austere locations OCONUS and along the US International Border. The Contractor shall develop a relocatable tower system with additional mast height and updated surveillance and communications technologies capable of transmitting real time imagery and geolocations between C2 sites and field operators. The relocatable tower shall provide an improved remote monitoring capability and persistent surveillance for Department of Homeland Security Customs and Border Protection (CBP) and deployed DOD military forces in OCONUS locations where there is an ongoing threat or critical assets to protect. This system will provide the capability with an expanded communication medium capable of transmitting real time imagery and geolocations between C2 and personnel in the field, integrate COTS sensors, pan and tilt unit, 4G LTE repeater or alternatives onto a self-contained 110 ft tower/trailer system to meet the Relocatable Tower (RT) system requirements.

2.1.1 Specifications.

1. The tower shall be mounted on a trailer and have a total maximum weight of 8500 lbs (T) or 6500 lbs (O). This does not include any equipment mounted to the tower, only the tower itself and trailer.
2. The tower shall be one hundred ten feet (110') high and support loading of up to 600 lbs of equipment. The tower will support multiple sensors and a communications repeater.
3. The tower shall have a mounted a 4G Long Term Evolution (LTE) Network Repeater for extended communications connectivity and data sharing.
4. The tower shall have a mounted radar that must track multiple targets simultaneously.
5. All sensors will be gyro stabilized.
6. The tower shall have mounted electro-optical and infrared (EO/IR) sensors. The EO/IR sensors must automatically detect up to 10 (T) human targets or 2 vehicles

(cars, trucks, dirt bikes, motorcycles, etc), 15 (O) human targets or 4 vehicles using object recognition. The EO/IR must send alarm notifications to a remote location up detecting a human or vehicle.

7. The tower shall have a mounted laser range finder.

8. The tower shall have a mounted laser designator.

9. Set-up/stowage time: Up and operational system shall be shut down and stowed, moved to a new location (relocation time not included), and set back up and operational within three (3) hours (Threshold); one and a half (1.5) hours (Objective).

3.0. REFERENCE DOCUMENTS. N/A

4.0. Tasks. The Contractor shall design, develop, test, demonstrate, and deliver a mobile Relocatable Tower system. The Relocatable Tower system is to meet DoD and CBP requirement as outlined in this Statement of Work (SOW) in paragraphs 2.0. thru 4.1.9. The Contractor shall also provide on-site training and appropriate documentation suitable for Government use and operation. The Contractor shall provide high resolution photos for use in publications.

4.1. Phase I Tasks.

4.1.1. Kick-off Meeting. The Contractor shall host a kick-off meeting for this effort no later than 15 days after contract award.

4.1.2. Tower and Trailer. The Contractor shall design and develop a 110 ft trailer-mounted communications tower with a combined total maximum weight of 8500 lbs (T) or 6500 lbs (O) not including any equipment mounted to the tower.

4.1.3. Load Capacity. The Contractor shall design the tower to hold up to 600 lbs of equipment to support multiple sensors and a communications repeater.

4.1.4. Communications. The contractor shall mount a 4G LTE Network Repeater onto the tower for extended secure communications connectivity and data sharing, including HD video.

4.1.5. Radar. The Contractor shall mount a radar onto the tower to track multiple targets simultaneously.

4.1.6. Gyro stabilized Sensors. The Contractor shall ensure all sensors installed on the tower are gyro stabilized.

4.1.7. EO/IR. The Contractor shall integrate EO/IR sensors onto the platform. The EO/IR sensors must automatically detect up to 10 (Threshold) human targets or 2 vehicles (cars, trucks, dirt bikes, motorcycles, etc), 15 (Objective) human targets or 4 vehicles using object recognition. The EO/IR must send alarm notifications to a remote location up detecting a human or vehicle.

4.1.8. Laser Range Finder and Laser designator. The Contractor shall install mounted laser range finder and laser designator.

4.1.9. System assembly/recovery. The contractor shall design the system to have a shut down and set up recovery time of three (3) hours (T); one and a half (1.5) hours (O).

4.1.10. Preliminary Design Review (PDR). The Contractor shall conduct a PDR within four months of contract award. This review shall be conducted to evaluate the progress of the design, technical adequacy, risk resolution of the selected design approach, and determine its compatibility with performance and system requirements. During the PDR, the Contractor shall provide a presentation to include composite mockups of the system, capability, project plan and System Performance Specifications (SPS), technical adequacy, risk resolutions, design approach, New Equipment Training (NET) Program of Instruction (POI) for training course(s), and Training Materials shall be reviewed with the operational task managers. The Government and/or Contractor may recommend changes, clarifications or supplementation. Any changes, clarifications, or supplementation shall be approved by the Government. The contractor shall update design and drawings at the conclusion of PDR.

4.1.11. Critical Design Review (CDR). The Contractor shall conduct a CDR within nine months of contract award. This review shall be conducted review technical adequacy, risk resolution of the selected design approach, and determine whether the prototype system meets the performance and system requirements and finalize the design of the system before release of design for manufacturing of the prototypes. The contractor shall update the design and drawings at the conclusion of CDR.

4.2. Phase II Tasks.

4.2.1. Packaging. Systems mentioned below shall be packaged in a ruggedized container so that they will not be damaged during shipment and movement between operations .

- Sierra Wireless AirLink® MG90 High-Performance Multi-Network Vehicle Router.
- Rugged PC from Logic Supply with Palo Alto Networks Firewall for Cyber Security and Cisco IE4000 Rugged router for device networking and domain administration.

4.2.2. Demonstration. Demonstrate complete system assembly/recovery and operation to government users.

4.2.3. Training: The Contractor shall provide one operator training session for the base contract and one training session for each exercised option. The training sessions shall include all instructions needed to properly set up/tear down, operate and troubleshoot the system. The Contractor will coordinate with the Government and conduct a demonstration and training session to the selected user test group. This training shall take place in San Diego, CA, and consist of a PowerPoint presentation on system description,

components, system setup/takedown, operations, operator maintenance and hands-on training that will include setup/take down and operation of the system.

4.3. System Components. A single Relocatable Tower system consists of:

110 foot self-erecting tower.

12-foot 8,500-lb. trailer.

EO Camera: Hitachi KP-D2005R-S5 camera.

IR Camera: HD Wide Area Surveillance Sensor 1200 (WALRSS-HD-1200)

Pan Tilt Unit.

Radar: SRC SR Hawk (V2) scanning radar with continuous 360 and selectable sector.

SR Hawk Radar Gimbal Assembly.

Laser Illuminator: Night Hawk Long Range Laser Pointer.

Laser Range Finder: Zeiss LP17D.

GPS base Heading Receiver Hemisphere: Vector V123.

Sierra Wireless AirLink® MG90 High-Performance Multi-Network Vehicle Router.

Rugged PC from Logic Supply with Palo Alto Networks Firewall for Cyber Security and Cisco IE4000 Rugged router for device networking and domain administration.

Generator: 7 KW Diesel

User manual and quick start card.

4.4. User Manual. The Contractor shall develop and deliver one hard copy of the user manual and quick card for each system, and one digital version of the manual (e-mailed in PDF or mailed on CD). Both versions shall also be provided to the CTTSO Program Manager.

4.4.1. The Contractor shall develop and deliver a draft user manual and draft quick start card for each prototype. The user manual shall describe set up, operation, basic maintenance and troubleshooting. The quick start card shall describe quick set up, operation and troubleshooting.

4.4.2. The Contractor shall update the draft user manual and draft quick start card based on comments from the operational assessment conducted by the end users, and deliver a final user manual and final quick start card for each prototype.

4.5. Optional Tasks.

4.5.1. Optional Task 1. The Contractor shall deliver one (1) Relocatable Tower system prototype as described in paragraphs 2.0. thru 4.1.9.

4.5.2. Optional Task 2. The Contractor shall deliver one (1) Relocatable Tower system prototype as described in paragraphs 2.0. thru 4.1.9.

4.5.3. Optional Task 3. The Contractor shall deliver two (2) Relocatable Tower system prototypes as described in paragraphs 2.0. thru 4.1.9.

5.0. DELIVERABLES.

5.1. The Contractor shall deliver one (1) Relocatable Tower system prototype as described in paragraphs 2.0 through 4.1.9 under the basic contract and optional additional Relocatable Tower system prototypes as described in paragraphs 2.0 and 4.19.. See optional tasks 4.6.1 thru 4.6.3. Delivery addresses will be provided following award of contract and prior to prototype delivery.

5.1.1. The contractor shall deliver the relocatable tower with an open Application Program Interface (API), to include all sensor data, from the collection point of the individual components (server, GPU, CPU) or directly from the individual components if no collection point exists.

5.1.2. The Contractor shall deliver the relocatable tower ONVIF compliant.

5.1.3. The Contractor shall deliver the relocatable tower integrateable with ATAK/TAK based situational awareness tools.

5.1.4. The Contractor shall deliver the relocatable tower in a configuration able to push all sensor data (backhaul) via multiple means – LTE, Fiber Optic, Microwave.

5.2. Contract Data Requirements List (CDRL). The Contractor shall develop, prepare, and submit data in accordance with the instructions in the contract, including the CDRLs and associated Data Item Descriptions (DIDs). Information can be found at <http://assist.daps.dla.mil/quicksearch/> for a complete description of each CDRL document. Contractor format is acceptable.

5.2.1. Program Management Plan (DI MGMT 80004/80507/81334C). The Contractor shall develop a Program Management Plan to be delivered during the Kick Off Meeting. The Program Management Plan shall include the purpose of the effort, a description of each task, a list of resources required, a detailed schedule with milestones, performance metrics and a spend plan. Program Management Plan shall be updated as necessary and all updates shall be provided to the Government electronically with the Contractor's Progress, Status and Management Report. Submit draft 15 days after contract award; Government has 30 days to review the plan and vendor shall have 30 days after approval of the draft to submit final plan.

5.2.2. Contractor's Progress, Status and Management Report (DI-MGMT-80227). Submit monthly status reports no later than the 15th of each month.

5.2.3. Meeting/Conference Agendas, Minutes, and Reports (DI-ADMN-81250A/81308A/81505). Submit written detailed meeting agendas, handouts,

01 MAY 2020

presentations, and minutes for all formal meetings, conferences, symposia, or demonstrations held in support of all contractually imposed tasks.

5.2.4. System Requirements Specification (DI-SDMP-81493A). Submit draft System Requirements Specification no more than 30 days after contract award. Submit final System Requirements Specification 30 days following Government review

5.2.5. Test Plans (DI-NDTI-80566A). Submit draft Test Plans 60 days prior to conducting in house testing and evaluation. Submit final Test Plans no later than 30 days prior to conducting testing and evaluation.

5.2.6. Test Reports (DI-NDTI-80809B). Submit draft Test Reports no more than 15 days after testing and evaluation activities. Submit final Test Reports no later than 15 days following Government review.

5.2.7. Developmental Design Drawings/Models and Associated Lists (DI-SESS-81002D). Deliver draft Level II Developmental Design Drawings and Associated Lists (per MIL-STD-31000B and attached TDP Option Selection Worksheet) with unlimited rights no later than 45 days prior to the end of the contract. Deliver final Developmental Design Drawings and Associated Lists no more than 15 days following Government review.

5.2.8. Technology Transition Plan (DI-MISC-80000B). Submit a draft Technology Transition Plan no more than 60 days following the Preliminary Design Review and no later than 60 days prior to the end of the contract. Submit final Technology Transition Plan no more than 30 days following Government review.

5.2.9. Contract Summary, Final and Technical Reports (DI-MISC-80508 and DI-ADMN-80447). Submit draft Final Report 60 days of contract completion. Government has 30 days to review the final report. Submit Final Report within 30 days of Government comments/revision requests.

5.3. Addressees. The Contractor shall use the following mailing addresses and information for the activities listed in Block 14 of the CDRL Form 1423.

Program Manager (PM)

CTTSO/TSWG

Attn: (b)(6)

Physical Security Subgroup

4800 Mark Center Drive

Alexandria, VA 22350-2600

(b)(6)

(b)(6)

Project Manager (PjM)

CTTSO/TSWG

01 MAY 2020

Attn: (b)(6)
4800 Mark Center Drive
Alexandria VA 22350

(b)(6)

(b)(6)

Security Officer

CTTSO/TSWG
Attn: (b)(6)
4800 Mark Center Drive
Suite 13E13
Alexandria VA 22350-2600

(b)(6)

(b)(6)

6.0. DATA RIGHTS, DISTRIBUTION LIMITATIONS, AND MARKINGS.

6.1 Data Rights. The Contractor shall deliver all products and documents from this effort with unlimited rights to the Government. All data and reports shall contain the following:

This material may be reproduced by or for the U.S. Government pursuant to the copyright license under clause at DFARS 252.227-7013.

The U.S. Government retains Unlimited Rights. Unlimited rights means right to use, modify, perform, display, release, or disclose technical data in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

6.2. Distribution/Release Limitation Statements: The Contractor shall mark all documents generated under this effort with the following markings. This does not preclude any special marking due to classification. The Contractor shall mark all classified documents in accordance with the DOD 5200.22-M, Industrial Security Manual, Section 11-19 or DOD 5200.1-R, Information Security Program Regulation, Chapter IX and the applicable security classification guide. See Contract Section D for the distribution statement and document markings for this effort.

DISTRIBUTION STATEMENT C: Distribution authorized to U.S. Government Agencies, based on specific authority cited in TSWG Classification Guide, December 2000. Other requests for this document shall be referred to CTTSO, TSWG Attn: Program Security Officer, 4800 Mark Center Dr., 22350-2600.

DISTRIBUTION STATEMENT F: Further distribution only as directed by CTTSO, TSWG Attn: Program Security Officer, 4800 Mark Center Dr., 22350-2600.

6.3. Destruction Notice. The Contractor shall include a destruction notice on all Technical documents marked with Distribution Statements B, C, D, E, F, or X as follows. DESTRUCTION NOTICE – For classified documents, follow the procedures in DOD5200.22-M, National Industrial Security Program Operational Manual, (NISPOM), Section 7, paragraph 5-700 or DOD 5200.1-R, Information Security Program Regulation, Chapter 1X. Controlled Unclassified Information (CUI) material, to include For Official Use Only (FOUO), will be destroyed in accordance with DoD Manual 5200.01, Volume 4, dated 24 Feb 2012 (DoD Information Security Program: Controlled Unclassified Information).

6.4. Markings. All documents shall be marked “UNCLASSIFIED/FOR OFFICIAL USE ONLY.”

7.0. SECURITY. This project is UNCLASSIFIED.

8.0. GOVERNMENT FURNISHED INFORMATION, EQUIPMENT, AND FACILITIES. N/A

CONTRACT NO.:	M4175620C3028	CONTRACT MOD NO.:	BASIC
CONTRACTOR:	EFW Inc.		
	TASK CDRR NO./MOD NO.:		

[illegible]

Obligation of funds is authorized in the amounts shown in the amount above columns

SIGNATURE: Digitally signed by Ahmad Taz DATE:

~~Digitally signed by Ahmed, Taz~~

Date: 2020.04.14 08:12:59 -04'00'

DATE: 14 Apr 2020

GRAND TOTAL

\$1,231,932.00

ATTACHMENT

MILESTONE COMPLETION CERTIFICATE

I certify that the following milestone for contract _____
has been completed.

Milestone Description: _____

CLIN: _____

Government Representative

Date

Contractor Representative

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER PR-21-17162 (AGS)	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Navy Engineering Logistics Office JBAB, Washington DC, 20373-5123	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	N41756
		See Block 6 (b)(6) Legal		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State, and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NUMBER
EFW INC. an ELBIT SYSTEMS OF AMERICA, LLC 4700 Marine Creek Parkway Fort Worth, Texas 76179				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER N4175620C3028
				10B. DATED (SEE ITEM 13) 05/05/2020
CODE 800765331	FACILITY CODE oWEC9			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Attachment (1)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) "FAR 43.103(a) Bilateral Modification; DFARS 252.232-7007 Limitation of Government's Obligation; FAR 52.243-1 Changes-Fixed Price"

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign 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.)

See Attached Page(s)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(6) Director, Contracts	(b)(6)	(b)(6) SC, USN, PROCURING CONTRACTING OFFICER JG	(b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6)	(b)(6)	(b)(6)	12/11/2020
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification to contract N4175620C3028 is to fully fund CLIN 0001 in the amount of **\$689,751.00**, thereby updating Sections G, H, and J. As such, the following applies:

SECTION G – CONTRACT ADMINISTRATION DATA

- Under **Section G-2, Accounting and Appropriation Data**, the Accounting and Appropriation Data Sheet provided as Attachment I, hereto, applies to this modification:

The following table summarizes the current funding profile:

From:

CLIN	Previous Funding	Current Funding	Total Funding	CLIN Value	Remaining
0001	\$0	\$1,231,932	\$1,231,932	\$1,921,683	\$689,751
0003*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0005*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0007*	\$0	\$0	\$0	\$2,409,049	\$2,409,049
Total	\$0	\$1,231,932	\$1,231,932	\$6,750,604	\$5,518,672

**If and to the extent exercised*

To:

CLIN	Previous Funding	Current Funding	Total Funding	CLIN Value	Remaining
0001	\$1,231,932	\$689,751	\$1,921,683	\$1,921,683	\$0
0003*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0005*	\$0	\$0	\$0	\$1,209,936	\$1,209,936
0007*	\$0	\$0	\$0	\$2,409,049	\$2,409,049
Total	\$1,231,932	\$689,751	\$1,921,683	\$6,750,604	\$4,828,921

**If and to the extent exercised*

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- Under **Section H-3, Limitation of Government's Obligation**, no longer applies to CLIN 0001 since it is fully funded.

SECTION J – LIST OF ATTACHMENTS

- Under **Section J: "List of Attachments"** the following applies:

Attachment 1 – Accounting and Appropriation Data

4. All other terms and conditions of contract N4175620C3028 remain unchanged.

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CONTRACT NO.:	N41 75620C3028	CONTRACT MOD NO.:	P00001
CONTRACTOR:	EPW Inc.	TASK ORDER NO. /MOD NO.:	

[illegible]

Obligation of funds is authorized in the amounts shown in the amount above column.

SIGNATURE:

(b)(6)

DATE: 11 Dec 2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER PR-21-17371 (TMW)	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Navy Engineering Logistics Office JBAB, Washington DC, 20373-5123	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	N41756
		See Block 6 (b)(6) Legal (b)(6)	(b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State, and ZIP)			(X)	9A. AMENDMENT OF SOLICITATION NUMBER
EFW INC. an ELBIT SYSTEMS OF AMERICA, LLC 4700 Marine Creek Parkway Fort Worth, Texas 76179				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER N4175620C3028
CODE 800765331 FACILITY CODE OWEC9				10B. DATED (SEE ITEM 13) 05/05/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached page(s)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6) SC, USN, (b)(6) PROCURING CONTRACTING OFFICER JG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		(b)(6)	22-FEB-2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The purposes of this modification to contract N4175620C3028 are to: change the name from Combating Terrorism Technical Support Office (CTTSO) to Irregular Warfare Technical Support Directorate (IWTSD) and to change the Program name from Physical Security (PS) to Expeditionary Force Protection (EFP). As such, the following contract sections are hereby updated:

- Change references in all contractual documents from "Combating Terrorism Technical Support Office (CTTSO)" to "Irregular Warfare Technical Support Directorate (IWTSD)", to include email addresses from @cttso.gov to @iwtsd.gov;
- Update Section F-1, Deliveries or Performance address
- Update Section G-3, Invoicing and Payment Instructions

As such, the following applies:

SECTION F – DELIVERIES OR PERFORMANCE

F-1 Deliveries

FAR Clause 52.247-34 "F.O.B. Destination" (NOV 1991) is hereby incorporated into the contract by reference with the same force and effect as if set forth in full. All deliverables under this contract shall be delivered in accordance with the Statement of Work to the following address or other location specified by the COR:

Irregular Warfare Technical Support Directorate (IWTSD)
ATTN: Expeditionary Force Protection (EFP) Subgroup
4800 Mark Center Drive, Suite 13E13
Alexandria, VA 22350-2600

SECTION G – CONTRACT ADMINISTRATION DATA

1. Under **Section G-3, Invoicing and Payment Instructions**, the Invoicing and Payment Instructions, hereto, applies to this modification:

G-3 Invoicing and Payment Instructions

- (a) Attention should be directed to FAR 52.232.25 entitled "Prompt Payment," which is incorporated into this contract by the applicable general provision in Section I herein. Furthermore, this provision shall be read and applied as modified herein.

Regardless if approved for direct billing by DCAA or not, the contractor shall submit proper invoices/vouchers on Standard Form (SF) 1034 Public Voucher to the Technical Support Working Group (TSWG) who shall approve and forward the invoice/voucher to the payment office. Invoices are to be submitted to the address listed below:

Invoice@iwtsd.gov

- (b) All vouchers/invoices must indicate the Contract Line Item Number (CLIN) or the separately priced Contract Subline Item Number (SLIN) for which payment is requested. The description, quantity, unit of measure, unit price, and extended price of supplies and/or services performed must be broken out by CLIN or SLIN. If progress, milestone, or performance based payments are incorporated, the contractor shall submit a separate document certifying that the progress, milestone or performance based events have been completed.
- (c) Invoices/vouchers that do not conform to the aforementioned specifications will be returned to the contractor for corrections. Payment will only be made on properly submitted invoices/vouchers.

Inquiries regarding payment status may be directed to the payment office at (202) 284-1122 (primary) or (202) 284-1160 (alternate), provided a reasonable time has passed (normally 25 days after submission or the voucher/invoices.)

- 2. All other terms and conditions of contract N4175620C3028 remain unchanged.

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