



**E104 PART E, Alternate IV, Flowdown Document  
ESAero**

**If E104 PART E, Alternate IV, Flowdown Document is specified in this Purchase Order, the following terms apply to this order:**

**Flowdown Document**  
N00024-24-C-6104

**Prime Contract Number: N00024-24-C-6104**

**DPAS Rating:** None

**Date of Creation:** January 3, 2024

**Revision Date:** May 13, 2025

*The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. These clauses may contain certifications, representations, disclosures, notices, and/or other information that may be applicable to Seller for this Order or Purchase Order. By accepting these terms and conditions, the Seller agrees to abide by the requirements of these clauses and shall furnish to Buyer any required certification, representation, or disclosure. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>:*

Whenever necessary to make the context of the Clauses applicable to the Order or Purchase Order, the term "Contractor" or "Offeror" shall mean "Supplier" or "Seller", "Subcontractor" shall mean "Seller's Subcontractor", the term "Contract" shall mean the Order or Purchase Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent Clauses if incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein. Supplier or Seller shall incorporate into each lower-tier subcontract placed in support of the Order or Purchase Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause. If any of the following clauses do not apply to this Order or Purchase Order, such clauses are considered to be self-deleting.

In accordance with DFARS 252.244-7000, for Orders placed in support of Department of Defense (DoD) Prime Contracts for items meeting the FAR definition of commercial products or services, only the following FAR and DFARS clauses indicated as applicable in the table below (last column) or in the applicability statement of the full text clauses shall apply.



**CLAUSES INCORPORATED BY REFERENCE:**

Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) Procurements X = Yes		Applies to Orders under DoD Contracts for Commercial Products & Services
			C	NC	
52.203-5*	Covenant Against Contingent Fees (May 2014)	Applicable to Orders over the Simplified Acquisition Threshold.		X	
52.203-6*	Restrictions on Subcontractor Sales to the Government (Jun 2020)	Applicable to all Orders over the Simplified Acquisition Threshold.		X	
52.203-7*	Anti-Kickback Procedures (Jun 2020)	Applicable to all Orders that exceed \$150,000, excepting paragraph (c)(1).		X	
52.203-12*	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	Applicable to all Orders exceeding \$150,000.		X	
52.203-13*	Contractor Code of Business Ethics and Conduct (Nov 2021)	Applicable to all Orders, including for commercial products or commercial services pursuant to 52.244-6, (i) that have a value of more than \$6 million; and (ii) that have a performance period of more than 120 days. (In paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in paragraph (b)(3)(ii) the meaning of “Government” does not change, and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency”, “agency OIG”, and “Contracting Officer” do not change.	X	X	X
52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	Applicable to all Orders, including Commercial Items pursuant to 52.244-6.	X	X	X
52.204-2*	Security Requirements (Mar 2021)	Applicable to all Orders that involve access to classified information. Any reference to the Changes clause is excluded.		X	
52.204-9*	Personal Identity Verification of Contractor Personnel (Jan 2011)	Applicable to all Orders when Seller’s employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally-controlled information system.		X	
52.204-10*	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	Applicable to all Orders when the Buyer is the Prime Contractor and the Order exceeds \$30,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.		X	



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			C	NC	
52.204-21*	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	Applicable to all Orders, including for commercial products or commercial services pursuant to 52.244-6, except commercially available off-the-shelf items, in which the Seller may have Federal contract information residing in or transiting through its information system.		X	
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	Applicable to all Orders, including for commercial products or commercial services.	X	X	X
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	Applicable to all Orders, including subcontracts for the acquisition of commercial products or commercial services.	X	X	X
52.204-27*	Prohibition on a ByteDance Covered Application (Jun 2023)	Applicable to all Orders, including for the acquisition of commercial products and commercial services.	X	X	X
52.209-6*	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	Applicable to Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Orders for commercially available off-the-shelf items.		X	
52.211-5*	Material Requirements (Aug 2000)	Applicable to Orders for supplies that are not Commercial Items.		X	
52.215-2*	Audit and Records-Negotiation (Jun 2020)	Applicable to the following Orders that exceed the Simplified Acquisition Threshold: (i) that are cost-reimbursement, incentive, time-and- materials, labor-hour, or price-redeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.		X	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (DEVIATION 2022-O0001) (Oct 2021)	Applicable to all Orders when it is contemplated that certified cost or pricing data will be required for the pricing of contract modifications expected to exceed \$2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under FAR 15.403-1(b) applies.	X	X	X



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			C	NC	
52.215-12*	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001) (Oct 2021)	Applicable to Orders expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1(b).		X	
52.215-13*	Subcontractor Certified Cost or Pricing Data – Modifications (Deviation 2022-O0001) (Oct 2021)	Applicable to Orders that exceed \$2 million on the date of agreement on price or the date of award, whichever is later. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1(b) and only applies if FAR 52.215-11 is included.	X	X	X
52.215-14*	Integrity of Unit Prices (Nov 2021)	Applicable to Orders exceeding the Simplified Acquisition Threshold less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products.		X	
52.215-15*	Pension Adjustments and Asset Reversions (Oct 2010)	Applicable to Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to Part 31.		X	
52.215-18*	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	Applicable to Orders that require certified cost or pricing data. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.		X	
52.215-19*	Notification of Ownership Changes (Oct 1997)	Applicable to Orders that require certified cost or pricing data. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.	X	X	X
52.215-21*	Requirements for Certified Cost or Pricing Data & Data Other Than Certified Cost or Pricing Data – Modifications (Nov 2021)	Applicable to all Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications.		X	
52.215-23*	Limitations on Pass – Through Charges (Jun 2020)	Applicable to all cost-reimbursement Orders that exceed the Simplified Acquisition Threshold; except if the Gov’t Contract is with the DoD, then applicable to all cost- reimbursement Orders and all fixed- price Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4.	X	X	X



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			C	NC	
52.216-7*	Allowable Cost and Payment (Aug 2018)	Applicable to Cost Reimbursement or Time & Material Orders. Seller must execute assignment documents in accordance with requirements in the clause.		X	
52.216-8*	Fixed Fee (Jun 2011)	Applicable to cost plus fixed fee Orders.		X	
52.216-10*	Incentive Fee (Jun 2011)	Applicable to cost plus incentive fee Orders.		X	
52.216-11*	Cost Contract – No Fee (Apr 1984)	Applicable to cost no fee Orders.			
52.219-8*	Utilization of Small Business Concerns (Sep 2023)	Applicable to Orders over the SAT, including Orders for Commercial Items pursuant to 52.244-6, that offer further subcontracting opportunities.			
52.219-9	Small Business Subcontracting Plan (Sep 2023) - Alternate II (Nov 2016)	Applicable to Orders that are expected to exceed the threshold identified in FAR 19.702(a) on the date of subcontract/Order award (except to small business concerns) if the work under the Order will be performed at least in part in the United States or its outlying areas.		X	
52.222-4*	Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)	Applicable to Orders that may require or involve the employment of laborers and mechanics. Applicable to foreign Sellers when any work under the Order will be performed in the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, & Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C.1331) (29 CFR 5.15).		X	
52.222-9	Apprentices and Trainees (Jul 2005)	Applicable to all Orders in excess of \$2,000 for construction within the United States (see FAR 52.222-11).		X	
52.222-19*	Child Labor – Cooperation with Authorities and Remedies (Dec 2022)	Applicable to Orders for supplies that exceed the micro-purchase threshold, as defined at FAR 2.101 in effect as of the date of the Prime Contract.		X	
52.222-20*	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	Applicable to Orders over \$15,000 for the manufacture or furnishing of materials, supplies, articles or equipment.		X	
52.222-21*	Prohibition of Segregated Facilities (Apr 2015)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. “United States”, as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, & Wake Island.	X	X	X



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			X = Yes C	NC	
52.222-26*	Equal Opportunity (Sep 2016)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. “United States”, as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, & Wake Island.	X	X	X
52.222-35*	Equal Opportunity for Veterans (Jun 2020)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Orders except when work is performed outside the United States by employees recruited outside the United States.	X	X	X
52.222-36*	Equal Opportunity for Workers with Disabilities (Jun 2020)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, exceeding \$15,000. Foreign Sellers: Applicable to Orders to the extent that (i) work under the Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or (ii) Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Order.	X	X	X
52.222-37*	Employment Reports on Veterans (Jun 2020)	Applicable to all Orders over \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary.	X	X	X
52.222-40*	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, that exceed \$10,000 will be performed wholly or partially in the United States.	X	X	X
52.222-50*	Combating Trafficking in Persons (Nov 2021)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$550,000 in value.	X	X	X

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			X = Yes C	NC	
52.222-54*	Employment Eligibility Verification (May 2022)	Applicable to all Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500; and (iii) includes work performed in the United States. Foreign Sellers: “United States” means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, & the U.S. Virgin Islands.	X	X	X
52.223-3*	Hazardous Material Identification and Material Safety Data (Feb 2021)	Applicable to all Orders that require the delivery of hazardous materials as defined in FAR 23.301. “Government” means “Government and Buyer” in this clause.		X	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	Applicable to all Orders that provide for performance on a Federal facility per the terms of the clause.		X	
52.223-6	Drug-Free Workplace (May 2001)	Applicable to Orders except when (i) the value of the acquisition is at or below the Simplified Acquisition Threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.		X	
52.223-11*	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	Applicable to all Orders except for supplies that will be delivered outside the United States and its outlying areas, or for services that will be performed outside the United States and its outlying areas. Seller shall label products which contain or are manufactured with ozone-depleting substances as described in the clause.		X	
52.223-15	Energy Efficiency in Energy – Consuming Products (May 2020)	Applicable to all Orders for energy consuming products unless the product is not listed in the ENERGY STAR Program or EFMP when the product will be: (a) delivered; (b) acquired by the supplier for use in performing services at a federally-controlled facility; (c) furnished by the supplier for use by the Government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.	X	X	X
52.223-18*	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	Applicable to all Orders over the Micro-Purchase Threshold.		X	





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			C	NC	
52.223-20	Aerosols (Jun 2016)	Applicable to Orders (i) for products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) that involve maintenance or repair of electronic or mechanical devices, except for Orders for supplies that will be delivered outside the United States & its outlying areas, or for services that will be performed outside the United States & its outlying areas.	X	X	
52.223-21	Foams (Jun 2016)	Applicable to Orders for (i) products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or (ii) construction of buildings or facilities, except for Orders for supplies that will be delivered outside the United States & its outlying areas, or for services that will be performed outside the United States & its outlying areas.	X	X	
52.225-13*	Restrictions on Certain Foreign Purchases (Feb 2021)	Applicable to all Orders.		X	
52.227-1*	Authorization and Consent (Jun 2020)	Applicable to all Orders over the Simplified Acquisition Threshold.		X	
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	Applicable to all Orders over the Simplified Acquisition Threshold.		X	
52.227-10*	Filing of Patent Applications- Classified Subject Matter (Dec 2007)	Applicable to all Orders that cover or likely to cover classified subject matter.		X	
52.228-5*	Insurance – Work on a Government Installation (Jan 1997)	Applicable to all Orders that require work on a Government installation.		X	
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)	Applicable to all Orders.		X	
52.229-6*	Taxes-Foreign Fixed-Price Contracts (Feb 2013)	Applicable to all Orders.		X	
52.230-2*	Cost Accounting Standards (Jun 2020)	Applicable when stated in the Order.		X	
52.230-6*	Administration of Cost Accounting Standards (Jun 2010)	Applicable when stated in the Order.		X	





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			C	NC	
52.232-16	Progress Payments (Nov 2021)	Applicable to Orders only when Progress Billing is expressly approved by Buyer via order specific text on the Order.	X	X	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	Applicable to all Orders involving EULA, TOS, or similar software agreement.	X	X	
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	Applicable to all Orders with small business concerns, including Orders with small business concerns for the acquisition of commercial products or commercial services.	X	X	X
52.234-1*	Industrial Resources Developed Under Title III, Defense Production Act (Sep 2016)	Applicable to all Orders.		X	
52.237-2*	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	Applicable to all Orders for services to be performed on Government installations.		X	
52.243-2	Changes-Cost-Reimbursement (Aug 1987) - Alternate II (Apr 1984)	Applicable to cost-reimbursement Orders.		X	
52.243-6*	Change Order Accounting (Apr 1984)	Applicable to Orders for supply and research and development contracts of significant technical complexity.		X	
52.244-2*	Subcontracts (Jun 2020)	Paragraphs (g) and (h) of the clause are applicable to all Orders.		X	
52.244-5*	Competition in Subcontracting (Dec 1996)	Applicable to all Orders.		X	
52.244-6*	Subcontracts for Commercial Products and Commercial Services (Sep 2023)	Applicable to all Orders.		X	
52.245-1*	Government Property (Sep 2021)	Applicable to all Orders when Government property is acquired or furnished (see PT-001).	X	X	
52.245-2*	Government Property Installation Operation Services (Apr 2012)	Applicable to fixed-price service Orders to be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement (see PT-001).		X	
52.245-9*	Use and Charges (Apr 2012)	Applicable to all Orders when Government property is acquired or furnished (see PT-001).	X	X	
52.246-2*	Inspection of Supplies-Fixed- Price (Aug 1996)	Applicable to all fixed-price Orders for supplies, or services that involve the furnishing of supplies.		X	



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52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	Applicable to all Orders for critical and complex items (see FAR 46.203(b) and (c)); or (2) When the technical requirements of a Order require—(i) Control of such things as design, work operations, in-process control, testing, & inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, & advanced metrology.	X	X	
52.247-63*	Preference for U.S.-Flag Air Carriers (Jun 2003)	Applicable to all Orders that involve international air transportation.		X	
52.248-1*	Value Engineering (Jun 2020)	Applicable to Orders at or above the simplified acquisition threshold.		X	
52.249-2*	Termination for Convenience of the Government (Fixed- Price) (Apr 2012)	Applicable to all Orders. The usual substitution of the parties in which “Government” means “Buyer”, “Contracting Officer” means “Buyer’s Purchasing Representative”, & “Contractor” means “Seller” is applicable to this clause except that any express obligation to transfer or assign title to property shall be modified such that “Government” means “Government or Buyer”. In paragraph (d) the term “45 days” is changed to “90 days.” The term “one-year” in paragraph (e) is changed to “six months.” The term “90 days” in paragraph (I) is changed to “forty-five days.”		X	
252.203-7000*	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)	Applicable to all Orders.		X	
252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Jan 2023)	Applicable to all first-tier subcontracts exceeding the simplified acquisition threshold, except those for commercial products, commercial services, or commercial components.		X	
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights (Dec 2022)	Applicable to all Orders.	X	X	X
252.203-7004*	Display of Hotline Posters (Jan 2023)	Applicable to all Orders that exceed the threshold specified in DFARS 203.1004 (b)(2)(ii) on the date of subcontract/Order award, except when the subcontract is for the acquisition of a commercial product or commercial service.		X	
252.204-7000*	Disclosure of Information (Oct 2016)	Applicable to all Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.		X	



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252.204-7009*	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Jan 2023)	Applicable to Orders for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including Orders for commercial items.	X	X	X
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Jan 2023)	Applicable to all Orders for operationally critical support, or for which Order performance will involve covered defense information.	X	X	X
252.204-7015*	Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)	Applicable to all Orders, including Orders for commercial products or commercial services.	X	X	X
252.204-7018*	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)	Applicable to all Orders, including Orders for commercial products or commercial services.	X	X	X
252.204-7020*	NIST SP 800-171 DoD Assessment Requirements (Jan 2023)	Applicable to all Orders, including Orders for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf).	X	X	X
252.209-7004*	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)	Applicable to Orders over \$35,000.		X	
252.211-7003*	Item Unique Identification and Valuation (Jan 2023)	Applicable to all Orders, including Orders for commercial products or commercial services. Seller’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Seller’s deliverables at its facilities and to appropriate property records.	X	X	X
252.219-7003*	Small Business Subcontracting Plan (DoD Contracts) (Dec 2019)	Applicable to all Orders to Sellers that participate in the Test Program described in DFARS 219.702-70, if the subcontract offers further subcontracting opportunities and is expected to exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract/Order award.		X	
252.222-7006*	Restrictions on the Use of Mandatory Arbitration Agreements (Jan 2023)	Applicable to Orders over \$1 million except Orders for the acquisition of commercial products or commercial services, including commercially available off-the-shelf items.		X	



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			C	NC	
252.223-7002*	Safety Precautions for Ammunition & Explosives (May 1994)	Applicable to all Orders that involve ammunition or explosives.		X	
252.223-7003*	Change in Place of Performance – Ammunition & Explosives (Dec 1991)	Applicable to all Orders that involve ammunition or explosives.		X	
252.223-7004	Drug-Free Work Force (Sep 1988)	Applicable to Orders except when (i) performance or partial performance will be outside the United States & its outlying areas, (ii) the value of the acquisition is at or below the Simplified Acquisition Threshold, or (iii) the Order is for Commercial Items.		X	
252.223-7006*	Prohibition on Storage, Treatment, & Disposal of Toxic or Hazardous Materials—Basic (Sep 2014)	Applicable to all Orders that require, may require, or permit a Seller or its lower tier subcontractors access to a DoD installation.		X	
252.223-7007*	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Nov 2023)	Applicable to all Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Seller as Government-furnished property. <b>Insert in Para (b) – See ESAero PO/subcontract or contact Buyer for information</b>		X	
252.225-7001*	Buy American and Balance of Payments Program (Jan 2023)	Applicable to all Orders except Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101. Seller must deliver goods that contain more than the United States or Qualifying Country content threshold defined in the clause.		X	
252.225-7004*	Report of Intended Performance Outside the United States and Canada--Submission after Award (Oct 2020)	Applicable to all Orders having a value of greater than \$750,000 and the work could be performed inside the United States or Canada. Seller agrees to immediately inform Buyer if there are any changes to the information submitted with its offer.		X	
252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (Dec 2018)	Applicable to all Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation or the 600 series of the Commerce Control List.		X	
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2023)	Applicable to all Orders, excluding paragraph (d) and (e)(1) which are deleted from this clause, for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.	X	X	X



Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) Procurements X = Yes		Applies to Orders under DoD Contracts for Commercial Products & Services
			C	NC	
252.225-7012*	Preference for Certain Domestic Commodities (Apr 2022)	Applicable to all Orders exceeding \$150,000. [Applies at any dollar value, only for the acquisitions athletic footwear purchased by DoD for use by members of the Army, Navy, Air Force, or Marine Corps upon their initial entry into the Armed Forces].		X	
252.225-7013*	Duty-Free Entry (Dec 2022)	Applicable to Orders for the acquisition of (i) Qualifying Country Components (as defined in paragraph (a) of this clause) or (ii) Nonqualifying Country Components (as defined in DFARS Part 225.003)) for which the Seller estimates that duty will exceed \$200 per unit to be delivered from foreign locations that will be entering into the customs territory of the United States. Information required by paragraphs (j)(2) and (j)(3) of this clause will be made available upon request.		X	
252.225-7015*	Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)	Applicable to all Orders for Hand or measuring tools.		X	
252.225-7025*	Restriction on Acquisition of Forgings (Dec 2009)	Applicable to all Orders for forging items or for other items that contain forging items.		X	
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Apr 2003)	Applicable to all Orders for supplies and services.		X	
252.225-7030*	Restriction on Acquisition of Carbon, Alloy, & Armor Steel Plate (Dec 2006)	Applicable to all Orders for Carbon, Alloy, and Armor Steel Plate.		X	
252.225-7048*	Export-Controlled Items (Jun 2013)	Applicable to all Orders.	X	X	X
252.226-7001*	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, & Native Hawaiian Small Business Concerns (Jan 2023)	Applicable to all Orders exceeding \$500,000.		X	
252.227-7013*	Rights in Technical Data—Other Than Commercial Products and Commercial Services (Mar 2023)	Applicable to all Orders where Buyer will be required to deliver to the Government Seller’s technical data pertaining to noncommercial items or pertaining to commercial items for which the Government will have paid for any portion of the development costs.	X	X	X
252.227-7014*	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation (Mar 2023)	Applicable to Orders when Seller’s performance will require delivery of non-commercial computer software or computer software documentation.		X	



Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) Procurements X = Yes		Applies to Orders under DoD Contracts for Commercial Products & Services
			C	NC	
252.227-7015*	Technical Data—Commercial Products and Commercial Services (Mar 2023)	Applicable to all Orders whenever any technical data related to commercial products or commercial services developed in any part at private expense will be provided under the Order for delivery to the Government.	X	X	X
252.227-7016*	Rights in Bid or Proposal Information (Jan 2023)	Applicable to all Orders.		X	
252.227-7017*	Identification & Assertion of Use, Release, or Disclosure Restrictions (Jan 2023)	Applicable to all Orders.		X	
252.227-7020*	Rights in Special Works (Jun 1995)	Applicable to Orders where the Government has a specific need to control the distribution of modified existing works or works first produced, created, or generated in the performance of a contract and required to be delivered under that contract, including controlling distribution by obtaining an assignment of copyright, or a specific need to obtain indemnity for liabilities that may arise out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of such works.		X	
252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jan 2023)	Applicable to all Orders.		X	
252.227-7026*	Deferred Delivery of Technical Data or Computer Software (Apr 1988)	Applicable to all Orders.		X	
252.227-7027*	Deferred Ordering of Technical Data or Computer Software (Apr 1988)	Applicable to all Orders.		X	
252.227-7028*	Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	Applicable to all Orders.		X	
252.227-7037*	Validation of Restrictive Markings on Technical Data (Jan 2023)	Applicable to all Orders, including Orders for commercial products or commercial services, requiring the delivery of technical data.	X	X	X



Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) Procurements X = Yes		Applies to Orders under DoD Contracts for Commercial Products & Services
			C	NC	
252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business) (Jun 2012)	Applicable to all Orders for experimental, developmental, or research work if the Seller is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.		X	
252.231-7000*	Supplemental Cost Principles (Dec 1991)	Applicable to Orders that are subject to the principles & procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.		X	
252.239-7000	Protection Against Compromising Emanations (Oct 2019)	Applicable to all Orders involving information technology that requires protection against compromising emanations.		X	
252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)	Applicable to all Orders involving Seller performance of information assurance functions as described in DoD 8570.01-M.		X	
252.239-7018*	Supply Chain Risk (Dec 2022)	Applicable to all Orders involving the development or delivery of any information technology as defined in the clause, as a service or a supply.		X	
252.244-7000*	Subcontracts for Commercial Products or Commercial Services (Jan 2023)	Applicable to all Orders, including Orders for the acquisition of commercial products or commercial services.	X	X	X
252.245-7000	Government-Furnished Mapping, Charting, & Geodesy Property (Apr 2012)	Applicable to Orders when mapping, charting, and geodesy property is to be furnished.		X	
252.246-7001*	Warranty of Data (Mar 2014)	Applicable to Orders when Buyer will be required to deliver to the Government Seller’s technical data pertaining to noncommercial items or pertaining to commercial items for which the Government will have paid for any portion of the development costs.		X	
252.246-7003*	Notification of Potential Safety Issues (Jan 2023)	Applicable to all Orders for (i) Parts defined as critical safety items in accordance with this clause; (ii) Systems & subsystems, assemblies, and subassemblies integral to a system; and (iii) Repair, maintenance, logistics support, or overhaul services for systems & subsystems, assemblies, subassemblies, and parts integral to a system.	X	X	X





Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) Procurements		Applies to Orders under DoD Contracts for Commercial Products & Services
			X = Yes		
			C	NC	
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System (Jan 2023)	Applicable to Orders for electronic parts or assemblies containing electronic parts, including for commercial products. (Only Subsection (a) through (e) of the clause are applicable to Orders). This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.	X	X	X
252.246-7008*	Sources of Electronic Parts (Jan 2023)	Applicable to all Orders for electronic parts or assemblies containing electronic parts, including for commercial products, unless Seller is the original manufacturer.	X	X	X
252.247-7023*	Transportation of Supplies by Sea—Basic (Jan 2023)	Applicable if the Seller is transporting supplies by sea under this Order and (i) This Order is a construction contract; or (ii) The supplies being transported are—(A) Other than commercial products; or (B) Commercial products that— (1) The Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643. If the Order is at or below the simplified acquisition threshold, paragraphs (f) through (h) do not apply.	X	X	X
252.249-7002*	Notification of Anticipated Contract Termination or Reduction (Dec 2022)	Applicable to all Orders of \$700,000 or more. Seller shall (i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and (ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.		X	

*\*Denotes a FAR/DFARS clause that is included in the RTX Flowdown of USG Contract Clauses under USG Contracts*

#### FDA REVISION HISTORY:

Revision Date	Revision Description
1/3/2024	Initial Release
5/13/2025	Updated flowthrough requirements through prime contract modification P00008, to include adding DFARS 252.225-7013 to the FDA. Converted the existing FDA to the new consolidated FDA template. The following FDA has been archived and should no longer be used: Flow Down Attachment, FDA-2020., dated 1/3/24.



## **SPECIAL CONTRACT REQUIREMENTS:**

### **3.1.2 Subcontractor Management**

(Applicable to all Orders.)

The Contractor is responsible for its performance of requirements delineated in this Order, including the performance of its subcontractors/suppliers, and shall institute appropriate management actions relevant to subcontractor/supplier performance. The Contractor shall be accountable for subcontractor's/supplier's compliance with contractual specifications and shall be responsible for ensuring all deliverable products comply with contract requirements. The performance information reported by the subcontractors shall be incorporated and integrated into the Contractor's management system. The Contractor shall review and assure the validity of all subcontractors reporting through surveillance and other means.

### **3.1.5 Security**

(Applicable to all Orders that require Seller access to classified subject matter, COMSEC, or CUI material.)

Contractor personnel shall require access to classified information in performance of this contract up to and including Top Secret (TS). Individual(s) supporting classified tasks must be cleared at the SECRET or TOP SECRET level at the start of the task. All Contractor personnel, including subcontractors, shall maintain security clearance eligibility commensurate with the level of classification of the work performed as annotated in the DD254, Contract Security Classification Specification Form. Contractor employees who fail to meet security clearance requirements may not access classified information or perform sensitive duties. In such cases, the Contractor employee may not perform on the contract. The Contractor is responsible for ensuring that all personnel receive the requisite investigation and are favorably adjudicated in accordance with 32 CFR Part 117, National Industrial Security Program Operating Manual. Additionally, the PM, DPM, CE, Logistics Lead, and FSRs shall be the only personnel requiring TOP SECRET clearances upon production contract award. The Contractor shall ensure that these individuals have TS clearances by production award. If the Contractor has not secured the key personnel with a TS clearance upon contract award, the Contractor shall follow the security mitigation plan submitted as part of their proposal to be incorporated into the contract at award. If the key personnel do not obtain a TS clearance within 3 months after production contract award, the Contractor shall find a replacement with an active TS clearance. All access for TOP SECRET information associated with this contract shall only be divulged to contractor personnel with a need- to-know.

For Contractors requiring access to TS subject matter, the Contractor will require a TS facility security clearance (FCL). Additionally, the Contractor is required to maintain TS facility safeguarding level. The Contractor's facilities supporting this contract must have a FCL issued by the Defense Investigative Service at the TOP SECRET level. If classified work is conducted at multiple locations, the Contractor shall notify the Buyer to update the DD254 to reflect all performance locations.

The Contractor will require access to non-Sensitive Compartmented Information (SCI) information due to analysis of threats to program information. Access to non-SCI information requires a need-to-know and a final SECRET clearance.

The Contractor shall receive, generate, and store up to SECRET classified hardware, software, and information to meet the program requirements. The Contractor shall fabricate, modify, store and ship up to TOP SECRET classified GK hardware and software when requested by the Government. The Contractor shall provide the GK system operators and users with security information (e.g., security classification level of the software during system initialization, handling instructions for diagnostics and system library data, hardware and software handling instructions in event of system failure) as required. The Contractor will be authorized by the Government Security Office to use the services of Defense Courier Service as approved by the COR.

The Contractor shall have access to controlled unclassified information (CUI) to fulfill this contract's requirements. The Contractor shall receive, store, generate CUI in support of the GK program. In order to handle CUI, the Contractor shall utilize DISS DCSA system. The Contractor shall take all necessary steps to prevent unauthorized disclosure of classified and CUI. All classified technical data shall be stored and transmitted in accordance with the established security guidelines for the program. The Contractor's data management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The Contractor shall ensure all information contained in their data management systems are protected by controlling access to the program data. Access to the systems containing GK information labeled CUI shall be limited to the Government and Contractor personnel assigned to the GK program. The Government will



identify to the Contractor all personnel requiring access. The systems containing CUI shall comply with the Cybersecurity Maturity Model Certification (CMMC) requirements. The data management systems shall be assessed at the Federal Risk and Authorization Management Program (FedRAMP) High baseline and be capable of storing Government CUI up to Impact Level 5. The Contractor shall fully implement the CUI security requirements and associated security controls in NIST Special Publication 800-171 (Rev.1) or establish SSP and POS&Ms that varies from NIST 800-171 only in accordance with DFARS 252.204- 7012(b)(2) and for all covered contractors' information systems. The Government shall be immediately notified of any security incident or intrusion resulting in unauthorized disclosure, or compromise of controlled and/or sensitive unclassified or classified information in accordance with the NISPOM and the DD254.

The Contractor shall ensure that requirements for safeguarding classified information and classified materials, obtaining and verifying personnel security clearances, verifying security clearances and indoctrination of visitors, controlling access to restricted areas, protecting Government property, and security of automated and non-automated management information systems and data are fulfilled.

The Contractor shall also provide security management support to include, but are not limited to, performing classified document control functions, conducting classified materials inventories, processing program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases. The Contractor shall obtain written concurrence from the Contracting Officer prior to subcontracting security requirements.

The Contractor shall process GK's COMSEC information/material in accordance with 32 CFR Part 117 and NSA/CSS Policy Manual 2-16, Additional Security Guidelines, Appendix A. All individuals must be briefed prior to access being granted. Upon access being granted, the Contractor shall obtain a COMSEC account to store cryptographic material and access SIPRnet. The use of SIPRnet is needed to communicate with the program office securely.

The Contractor shall implement Operations Security (OPSEC) requirements on this contract due to the GK program's security requirements. The Contractor (including subcontractors) will implement components of OPSEC, in accordance with Navy policy guidance, to ensure Government critical information (CI) and components are identified, and appropriate protective measures are adopted. The Contractor will become familiar with content of government provided critical information and indicators lists (CIILs) and safeguard information as applicable. Upon base contract award, all identified contractors (including subcontractors) shall sign a Contractor's conformance statement and submit it to the Contracting Officer thereby acknowledging that they will adhere to the OPSEC requirements.

All Contractors (including subcontractors) shall supplement their current security practices by requiring any personnel involved in executing the contract to complete Government-sponsored or administered OPSEC training. Training is to be completed within 30 days of base contract award and annually thereafter. OPSEC training is also required before personnel can be authorized access to Government information technology (IT) networks. The Contractor will provide this training in-person or provide access via computer-based or online training methods, in addition to maintaining a record of employee training completion.

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## **CLAUSES INCORPORATED IN FULL TEXT:**

### **B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)**

(Applicable to all non-competitive Orders, except for spare part or item of support equipment if Seller submitted and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.)

- (a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (excluding economic purchase quantity considerations) or changes in market conditions.
- (b) For purposes of this requirement, the intrinsic value of an item is defined as follows:
  - (1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.
  - (2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined



as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

- (c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.
- (d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.
- (e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).
- (f) The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.
- (g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.
- (h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

#### **B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (OCT 2018)**

(Only applies if Raytheon is offering the supplier progress payments.)

- (a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.
- (b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

#### **B-232-H003 PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.
- (b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to percent ( %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee payable is based on fee dollars divided by estimated cost dollars including facilities capital cost of money). Fee shall not be applied



on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

- (c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, per the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **C-202-H001 ADDITIONAL DEFINITIONS-BASIC (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) Removed (not applicable)
- (b) Removed (not applicable)
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven-digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine- position NIIN assigned to the item of supply.

#### **C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
  - (1) The support contractor not disclose any information;
  - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;



- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

#### **C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)**

(Applicable to all Orders.)

##### **1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews**

- (a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- (b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- (c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).
- (d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

##### **2. Compliance to NIST 800-171**

- (a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.
- (b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:
  - (1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For





legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

- (2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;
- (3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.
- (4) Audit user privileges on at least an annual basis;
- (5) Implement:
  - i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,
  - ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographicalgorithm-validation-program>);
- (6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.
- (7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

### **3. Cyber Incident Response**

- (a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.
- (b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at [http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\\_for\\_Submitting\\_Media.docx](http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx). In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor- owned information from Government covered defense information.
- (c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

### **4. Naval Criminal Investigative Service (NCIS) Outreach**

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

### **5. NCIS/Industry Monitoring**

- (a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre- determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- (b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a





separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

- (c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

#### **C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) Definitions

- (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
  - (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero- tier reference, or (2) a specification cited in a first-tier drawing.
- (b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None.

#### **C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

(Applicable to all Orders.)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### **C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)**

(Applicable to all Orders.)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

#### **C-211-W001 REPLACEMENT PARTS AVAILABILITY (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

The contractor guarantees that replacement parts for each component part listed in this contract shall be available for a minimum of [*insert period of time*] from the date of this contract. Subsequent to this period, if parts are not available from the contractor, the contractor shall, if requested by the Government, furnish data to enable the Government to have such parts manufactured elsewhere.

#### **C-217-H001 PROVISIONED ITEMS ORDERS--BASIC (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) Removed (not applicable)
- (b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.
- (c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements



prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt. The clause entitled "Contract Definitization" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Removed (not applicable)

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data.

(3) Removed (not applicable)

(f) Removed (not applicable)

(g) Removed (not applicable)

(h) Removed (not applicable)

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

#### **C-223-W001 ACCIDENT REPORTING (NAVSEA) (OCT 2018)**

(Applicable to all Orders that involve ammunition or explosives. Seller shall provide reporting through Buyer.)

(a) In accordance with DFARS 252.223-7002 (d), the Contractor shall immediately notify the Administrative Contracting Officer (ACO) and Procuring Contracting Officer (PCO) following an accident or incident. Also, the Contractor shall provide a written report within (30) days of the accident or incident containing, at a minimum, the following:

(1) Location, date and local time of the occurrence;

(2) Category of accident (fire, explosion, natural disaster, etc.);

(3) Identification of equipment, material and type of activity involved;

(4) Contract number;

(5) Procuring activity (name of PCO and ACO);

(6) Narrative of occurrence, including cause(s), if known;

(7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;

(8) Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment;

(9) Was a news release made? If so, by whom? If not, will a news release be made?



- (10) Was a request made for any assistance?
  - (11) Will there be any effect on production? If so, explain in detail.
  - (12) Corrective action taken, if any.
  - (13) Name and title of person submitting this report.
- (b) The Contractor shall forward weekly written reports to the ACO and PCO until the accident or incident no longer affects production or when contract deliveries are on schedule.

#### **C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(Applicable to all Orders that require performance at a Government facility.)

- (a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.
- (b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.
- (c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.
- (d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

#### **C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)**

(Applicable to all Orders that require Seller to have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings.)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint



venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

- (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

#### **C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)**

(Applicable to all Orders that require delivery of computer software and computer databases to be delivered to or received from the Government.)

- (a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.
- (b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.
- (c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).
- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.
- (e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.
- (f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital- form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.



#### **C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)**

(Applicable to all Orders.)

- (a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) "GK" (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.
- (b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

#### **C-233- H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
  - (1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work.
  - (2) Description of work necessary to undo work already completed which has been deleted by the change;
  - (3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;
  - (4) Description of interference and inefficiencies in performing the change;
  - (5) Description of each element of disruption and exactly how work has been, or will be disrupted:
    - (i) The calendar period of time during which disruption occurred, or will occur;
    - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
    - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
    - (iv) Scheduling of trades before, during, and after period of disruption;
    - (v) Description of measures taken to lessen the disruptive effect of the change;



- (6) Delay in delivery attributable solely to the change;
  - (7) Other work attributable to the change;
  - (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
  - (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

#### **C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)**

(Applicable if Buyer has identified key Seller personnel.)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **C-244- H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (FEB 2023)**

[Applicable to Orders when Seller meets the criteria in FAR 52.244-2 (c).]

In addition to the information required by FAR 52.244-2(e) of the contract, when consent to subcontract is required per FAR 52.244-2, the contractor shall also include the following information in requests to add subcontractors or consultants during performance:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG contract.



**C-245- H012 RENT-FREE USE OF GOVERNMENT PROPERTY (NAVSEA) (JAN 2019)**

[Applicable to all Orders when Government property is acquired or furnished (see PT-001).]

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) N00014-18-C-1014, N00014-18-C-1020, N00014-21-C-1009, N00014-22-C-1030, and N00014-23-C-1022. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

**C-246- H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)**

(Applicable to Orders for the acquisition of commercial products and/or commercial services.)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

**C-246 - H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

**C-247- H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)**

(Applicable to all Orders.)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

**D-211-H005 IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (OCT 2018)**

(Applicable to all Orders for parts not subject to DFARS 252.211-7003 – Item Unique Identification and Valuation.)

- (a) For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:
  - (1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.
  - (2) Parts manufactured to Government specifications shall be marked as follows:
    - (i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.
    - (ii) Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK- 454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD- 1686C for Electrostatic Discharge Control shall be addressed.





(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1).

- (b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

#### **E-246-H015 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES IN SUPPORT OF SUPPLIES (NAVSEA) (FEB 2019)**

(Applicable to Orders for engineering services in support of delivered supplies.)

Item(s) 0006, 0106, 0206 - For engineering services in support of delivered supplies, authorization for services shall be made by the PCO or Contracting Officer's Representative (COR). Inspection and acceptance shall be made by the COR or a designated representative of the Government following the receipt of the certification of performance on the delivered hardware.

#### **E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

#### **E-246-H021 COST DATA FOR QUALITY MANAGEMENT SYSTEM (NAVSEA) (JAN 2019)**

(Applicable to all Orders.)

The contractor shall maintain and use cost data as a management element of the Quality Management System. The specific cost data to be maintained and used will be determined by the contractor. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

#### **E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)**

(Applicable to all Orders.)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

#### **E-246-H023 QUALITY REQUIREMENT FOR SOFTWARE DEVELOPMENT OR PRODUCTION (NAVSEA) (JAN 2019)**

(Applicable to all Orders involving project software.)

The contractor's software quality program shall be an integral part of the overall Quality Management System. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.



#### **E-246-W004 PROCUREMENT QUALITY ASSURANCE INSPECTION AND ACCEPTANCE (NAVSEA) (OCT 2018)**

(Applicable to all Orders.)

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by DCMA at the contractor's or subcontractor's plant located at REDSTONE ARSENAL 7745 EAGLE ROAD HUNTSVILLE AL 35898. The contractor shall notify the cognizant inspector when the material is available for inspection. The place designated for such inspections shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by DCMA within 7 days after receipt.
- (b) Initial inspection shall consist of quality assurance at point of manufacture or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

#### **H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (NOV 2022)**

(Applicable to Orders where Seller is specifically identified in Buyer's proposal as having hours included in the proposed level of effort.)

- (a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).
- (b) Of the total man-hours of direct labor set forth in Section B, it is estimated that            **[Seller may contact Buyer for total # of hours]** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately **[Seller may contact Buyer for total # of hours]** hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative



Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

#### **H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)**

(Applicable to Orders which involve hazardous materials as defined in FAR 23.301.)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

- 1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:
  - a. Metals, e.g., mercury, lead, chromium
  - b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
  - c. Corrosives, e.g., acids, alkalis



- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and it manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.
3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.
4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:
  - a. Obey signs, directions and warning labels;
  - b. Do not use unknown or labeled materials;
  - c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
  - d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

#### **H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)**

(Applicable to all Orders for initial or reoccurring calibration of test, measurement, and diagnostic equipment.)

(a) Definitions:

- (1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST 3960.16 (series).
- (2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

- (b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

- (1) ANSI/NCSL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or
- (2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or
- (3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.



- (c) ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).
- (d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.
- (e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).
- (f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERTSERVICE@us.navy.mil, to begin the Navy certification process.

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**If the Purchase Order on date of award is valued at or above the threshold specified in FAR 19.702(a), located at <https://www.acquisition.gov/far/19.702>, and is not for commercial items, the following Small Business Subcontracting Plan requirements apply:**

In order to meet the requirements of FAR 52.219-9 or DFARS 252.219-7004, the Seller agrees to provide a Small Business Subcontracting Plan prior to the award of a Purchase Order. The referenced plan should contain goals for subcontracting with small businesses, small disadvantaged businesses, woman-owned small business, historically under-utilized small business, veteran owned and service disabled veteran owned businesses in accordance with the plan requirements outlined in FAR 52.219-9 or DFARS 252.219-7004.

In addition, the Seller must submit an Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>) on a semi-annual basis for reporting periods ending on March 31st and September 30th. Reports are due no later than 30 days after the close of each reporting period.

Email for Seller's official acknowledging or rejecting the ISR: [raytheon.esrs@rtx.com](mailto:raytheon.esrs@rtx.com) (Seller must include contractor official on the ISR report email notification)

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