

N61340-21-R-0025_HITS IV Flowdowns_03-08-2024

U.S. GOVERNMENT CLAUSES

Prime Contract Number: N61340-21-R-0025

Date of Creation: 03-08-2024

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

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

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

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

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

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Clause	Date	Reference
52.202-1	JUN 2020	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	MAY 2014	Covenant Against Contingent Fees
52.203-6	JUN 2020	Restrictions On Subcontractor Sales To The Government
52.203-7	JUN 2020	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	MAY 2014	Price Or Fee Adjustment For Illegal Or Improper Activity
52.203-12	JUN 2020	Limitation On Payments To Influence Certain Federal Transactions
52.203-13	JUN 2020	Contractor Code of Business Ethics and Conduct
52.204-2	AUG 1996	Security Requirements
52.204-4	MAY 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-7	OCT 2018	System for Award Management
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-10	JUN 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-12	OCT 2016	Unique Entity Identifier Maintenance
52.204-13	OCT 2018	System for Award Management Maintenance
52.204-18	AUG 2020	Commercial and Government Entity Code Maintenance
52.204-19	DEC 2014	Incorporation by reference of Reqs and Certs
52.204-21	JUN 2016	Basic Safeguarding of covered Contractor Information Systems
52.204-23	JUL 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).
52.209-6	JUN 2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	OCT 2018	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	NOV 2015	Prohibition on contracting with Inverted Domestic Corporations
52.210-1	JUN 2020	Market Research
52.211-5	AUG 2000	Material Requirements
52.211-15	APR 2008	Defense Priority And Allocation Requirements
52.211-17	JUN 2020	Audit and Records—Negotiation
52.215-2	SEP 1989	Delivery of Excess Quantities
52.215-8	OCT 1997	Order of Precedence--Uniform Contract Format
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications
52.215-12 (Dev)	JUN 2020	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)
52.215-13 (Dev)	JUN 2020	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)
52.215-14	JUN 2020	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-21	JUN 2020	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications
52.215-23	JUN 2020	Limitations on Pass-Through Charges
52.219-8	NOV 2016	Utilization of Small Business Concerns

Clause	Date	Reference
52.219-9	JUN 2020	Small Business Subcontracting Plan (DEV 2018-O0018)
52.219-16	JAN 1999	Liquidated Damages-Subcontracting Plan
52.219-28	MAY 2020	Post Award Small Business Program Representation
52.222-3	JUN 2003	Convict Labor
52.222-19	JUL 2020	Child Labor - Cooperation with Authorities and Remedies (DEV 2020-O-0019)
52.222-20	JUN 2020	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	APR 2015	Prohibition Of Segregated Facilities
52.222-26	SEP 2016	Equal Opportunity
52.222-35	JUN 2020	Equal Opportunity for Veterans
52.222-36	JUN 2020	Equal Opportunity for Workers with Disabilities
52.222-37	JUN 2020	Employment Reports on Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	OCT 2020	Combating Trafficking in Persons
52.222-54	OCT 2015	Employment Eligibility Verification
52.223-3	JAN 1997	Hazardous Material Identification And Material Safety Data
52.223-5	MAY 2011	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-18	JUN 2020	Encouraging Contractor Policies To Ban Text Messaging While Driving
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-1	MAY 2014	Buy American--Supplies
52.225-5	OCT 2016	Trade Agreements
52.225-8	OCT 2010	Duty-Free Entry
52.225-13	JUN 2008	Restrictions on Certain Foreign Purchases
52.227-1	JUN 2020	Authorization and Consent
52.227-2	JUN 2020	Notice And Assistance Regarding Patent And Copyright Infringement
52.227-10	DEC 2007	Filing Of Patent Applications--Classified Subject Matter
52.227-11	MAY 2014	Patent Rights--Ownership By The Contractor
52.227-21	MAY 2014	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems
52.228-5	JAN 1997	Insurance - Work On A Government Installation
52.229-3	FEB 2013	Federal, State And Local Taxes
52.229-4	FEB 2013	Federal, State, And Local Taxes (State and Local Adjustments)
52.230-2	JUN 2020	Cost Accounting Standards (DEV 2018-O-0018)
52.230-6	JUN 2010	Administration of Cost Accounting Standards
52.232-1	APR 1984	Payments
52.232-8	FEB 2002	Discounts For Prompt Payment
52.232-9	APR 1984	Limitation On Withholding Of Payments
52.232-11	APR 1984	Extras
52.232-16	JUN 2020	Progress Payments (DEV 2020-O-0010)
52.232-17	MAY 2014	Interest
52.232-23	MAY 2014	Assignment Of Claims
52.232-25	JAN 2017	Prompt Payment
52.232-33	JUL 2013	Payment by Electronic Funds Transfer--System for Award Management
52.233-1 Alt I	DEC 1991	Disputes (May 2014) - Alternate I
52.233-3	AUG 1996	Protest After Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-1	APR 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-5	JAN 2017	Payments to Small Business Subcontractors

Clause	Date	Reference
52.242-13	JUL 1995	Bankruptcy
52.242-15	AUG 1987	Changes--Fixed Price
52.242-17	AUG 1989	Stop Work Order
52.243-1	APR 1984	Government Delay of Work
52.243-2	AUG 1987	Changes--Cost-Reimbursement
52.243-7	JAN 2017	Notification Of Changes
52.244-2	JUN 2020	Subcontracts
52.244-5	DEC 1996	Competition In Subcontracting
52.244-6	OCT 2020	Subcontracts for Commercial Items
52.245-1	JAN 2017	Government Property
52.245-9	APR 2012	Use And Charges
52.246-2	AUG 1996	Inspection of Supplies – Fixed Price
52.246-4	AUG 1996	Inspection of Services – Fixed Price
52.246-16	APR 1984	Responsibility for Supplies
52.246-23	FEB 1997	Limitation Of Liability
52.246-24 Alt 1	FEB 1997	Limitation Of Liability--High-Value Items – ALT I.
52.246-25	FEB 1997	Limitation of Liability - Services
52.247-34	OCT 2010	Value Engineering
52.247-35	NOV 1991	F.O.B. Destination
52.247-48	APR 1984	F.O.B. Destination within Consignee Premises
	FEB 1999	F.O.B. Destination – Evidence of Shipment
52.249-2	APR 2012	Termination For Convenience Of The Government (Fixed- Price)
52.249-6	MAY 2004	Termination (Cost Reimbursement)
52.249-8	APR 1984	Default (Fixed-Price Supply & Service)
52.249-14	APR 1984	Excusable Delays

DFARS CLAUSES

Clause	Date	Reference
252.203-7000	SEP 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	DEC 2008	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	OCT 2016	Disclosure Of Information
252.204-7002	APR 2020	Payment For Subline Items Not Separately Priced
252.204-7003	APR 1992	Control Of Government Personnel Work Product
252.204-7004	FEB 2019	Anti-terrorism Awareness Training for Contractors
252.204-7012	DEC 2019	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	MAY 2016	Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
252.209-7004	MAY 2019	Subcontracting With Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism
252.211-7000	OCT 2010	Acquisition Streamlining
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEP 2010	Use of Government-Assigned Serial Numbers
252.215-7000	DEC 2012	Pricing Adjustments
252.215-7002	DEC 2012	Cost Estimating System Requirements
252.217-7028	DEC 1991	Over And Above Work

Clause	Date	Reference
252.219-7003	DEC 2019	Small Business Subcontracting Plan (DOD Contracts)
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	DEC 1991	Hazard Warning Labels
252.223-7004	SEP 1988	Drug Free Work Force
252.223-7006	SEP 2014	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.225-7001	DEC 2016	Buy American And Balance Of Payments Program-- Basic (Dec 2016)
252.225-7002	DEC 2016	Qualifying Country Sources As Subcontractors
252.225-7009	OCT 2014	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	DEC 2016	Preference For Certain Domestic Commodities
252.225-7013	JUL 2020	Duty-Free Entry (DEV 2020-O-0019)
252.225-7016	JUN 2011	Restriction On Acquisition Of Ball and Roller Bearings
252.225-7972	MAY 2020	Prohibition on Procurement of Foreign made Unmanned Aircraft Systems (DEV 2020-O-0015)
252.225-7976	AUG 2018	Contractor Personnel Performing in Japan (DEV 2018-O0019)
252.226-7001	SEP 2004	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7000	OCT 1966	Non-estoppel
252.227-7013	FEB 2014	Rights in Technical Data--Noncommercial Items
252.227-7014	FEB 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	FEB 2014	Technical Data--Commercial Items
252.227-7016	JAN 2011	Rights in Bid or Proposal Information
252.227-7019	SEP 2016	Validation of Asserted Restrictions--Computer Software
252.227-7020	JUN 1995	Rights In Special Works
252.227-7025	MAY 2013	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends
252.227-7026	APR 1988	Deferred Delivery Of Technical Data Or Computer Software
252.227-7027	APR 1988	Deferred Ordering Of Technical Data Or Computer Software
252.227-7030	MAR 2000	Technical Data--Withholding Of Payment
252.227-7037	SEP 2016	Validation of Restrictive Markings on Technical Data
252.227-7039	APR 1990	Patents--Reporting Of Subject Inventions
252.231-7000	DEC 1991	Supplemental Cost Principles
252.232-7003	JUN 2012	Electronic Submission of Payment Requests and Receiving Reports
252.232-7004	MAR 2020	DOD Progress Payment Rates (DEV 2020-O-0010)
252.232-7017	APR 2020	Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration
252.242-7004	MAY 2011	Material Management and Accounting System
252.242-7005	FEB 2012	Contractor Business Systems
252.242-7006	FEB 2012	Accounting System Administration
252.243-7001	DEC 1991	Pricing Of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	OCT 2020	Subcontracts for Commercial Items
252.244-7001	MAY 2014	Contractor Purchasing System Administration
252.245-7001	APR 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	APR 2012	Reporting Loss of Government Property
252.245-7003	APR 2012	Contractor Property Management System Administration
252.245-7004	SEP 2016	Reporting, Reutilization, and Disposal
252.246-7003	JUN 2013	Notification of Potential Safety Issues
252.246-7008	MAY 2018	Sources of Electronic Parts
252.247-7023	FEB 2019	Transportation of Supplies by Sea

CLAUSES INCORPORATED IN FULL TEXT:

52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed

prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(i) For long-term contracts (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number []

_____].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016)

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning - Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

- (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

- (2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard selected below. Title, Number, Date and Tailoring. **ISO 9001:2008 48849 15 Aug 2018 Applicable to the following:**

See parts below:

- Mission Computer (H362981-X)
- Power Supply Assembly (H362981-X)
- APM (H363400-2)

- Link/Resolver (H363018-4)
- Digital Video Processor (H363022-3)
- Fibre/1553 Assembly (H363017-2)
- Record Playback Processor (H363023-2)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in:

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require: (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984)

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

252.203-7004 - DISPLAY OF HOTLINE POSTERS (OCT 2016)

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Display of fraud hotline poster(s).
 - (1)(i) The Contractor shall display prominently the DoD fraud hotline poster prepared by the DoD Office of the Inspector General, in effect at the time of contract award, in common work areas within business segments performing work Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

- (2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:--
 - (i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations - Hotline, 245 Murry Lane SW, Washington, DC 20528-0305; or
 - (ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.
- (c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

- (d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

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

(a) Definitions. As used in this clause -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) For covered contractor information systems that are part of an information technology (IT) service or

- system operated on behalf of the Government, the following security requirements apply:
- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239- 7010, Cloud Computing Services, of this contract.
 - (ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to these security requirements specified elsewhere in this contract.
- (2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:
- (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer.
 - (ii)(A) The Contractor shall submit requests to vary from NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
 - (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be non-applicable or to have an alternative but equally effective, security measure that may be implemented in its place.
 - (C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
 - (D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provided meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
- (3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
- (c) Cyber incident reporting requirement.
- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall --
 - (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
 - (ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.
 - (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.
 - (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with

this clause, the Contractor or subcontractor shall have or acquire a DoD- approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

- (d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC#) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.
- (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
 - (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--
 - (1) To entities with missions that may be affected by such information;
 - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
 - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (j) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204- 7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purposes or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall --
 - (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for

- subcontractor performance retains its identity as covered defense information and will require protection under this clause, and if necessary, consult with the Contracting Officer; and
- (2) Require subcontractor to--
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
 - (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

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

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

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

“Concatenated unique item identifier” means--

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

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

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

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

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

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

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

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

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier. “Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts. “Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions. “Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item

creation to a class of items with the same form, fit, function, and interface.

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

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

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

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

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

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

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

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

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is

\$5,000 or more, except for the following line items: Contract Line, Subline, or Exhibit Line Item Number Item Description NO EXCEPTIONS NOTED.

Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description NO ITEMS NOTED.

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(ii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number__.

(iii) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number

_____.

(iv) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two

dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

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

- (9) Serial number (if concatenated unique item identifier is used).
 - (10) Government's unit acquisition cost.
 - (11) Unit of measure.
 - (12) Type designation of the item as specified in the contract schedule, if any.
 - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
 - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number (if there is serialization within the original part number).**
 - (7) Lot or batch number (if there is serialization within the lot or batch number).**
 - (8) Current part number (optional and only if not the same as the original part number).**
 - (9) Current part number effective date (optional and only if current part number is used).**
 - (10) Serial number (if concatenated unique item identifier is used).**
 - (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
 - (2) Embedded items shall be reported by one of the following methods--
 - (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

252.225-7048 - EXPORT CONTROLLED ITEMS (JUNE 2013)

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and "Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.246-7006 - WARRANTY TRACKING OF SERIALIZED ITEMS (MARCH 2016)

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

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects. "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends. "Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational. "Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for International Standards Organization/International Electro-technical Commission, located at http://www.aimglobal.org/?Reg_Authority15459. "Item type" means a coded representation of the description of the item being warranted, consisting of the codes C-- component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P-- parent end item. "Starting event" means the event or action that initiates the warranty, such as first use or upon installation. "Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier.

The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

"Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous. "Usage" means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles. "Warranty administrator" means the organization specified by the guarantor for managing the warranty.

"Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.

"Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

"Warranty tracking" means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration.

(1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administration enterprise identifier, and warranty guarantor enterprise identifier.

(2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance.--

(A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and

(B) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."

(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) Web site at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

5252.204-9505 - SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [http://www.cnrc.navy.mil/publications/Forms/OPNAV 5239 14 SAAR N.pdf](http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf).

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

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

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

5252.211-9506 – PROVISIONED ITEMS (FEB. 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIO's) issued pursuant to clause 5252.217-9506 or 5252.217-9500 as applicable. The Government may order provisioned items for a period of up to twelve (12) months following delivery of each training system or modification.

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

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

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

5252.217-9500 - ORDERING - PROVISIONED ITEMS (FIXED-PRICE)(NAVAIR) (OCT 2005)

TBD based upon award of a contract modification for Provisioned Items (PIO). At such time, Buyer's designated Procurement/Supply Chain representative(s) will incorporate the full text of this clause as may be applicable.

5252.217-9506 - PROVISIONED ITEMS (TRAINING DEVICES)(NAVAIR) (OCT 2005) - TBD based upon award of a contract modification for Provisioned Items (PIO). At such time, Buyer's designated Procurement/Supply Chain representative(s) will incorporate the full text of this clause as may be applicable.

5252.217-9507 - OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005) –

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the Buyer's authorized Procurement/Supply Chain representative for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The USG customer will review the OAWR submitted by the contractor, and make a recommendation of approval or disapproval. The will annotate the form with the reasons for the recommendation.

(d) The USG Procuring Contracting Officer (PCO) shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the Buyer. The Buyer is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the

following information:

- (1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.
- (2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block.

Any excess funds are to be deobligated.

5252.227-9501 - INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address Patent Counsel: Office of Counsel, Code K00000D

Naval Air Warfare Center Weapons Division 1 Administration Circle, Stop 1009, China Lake, California 93555-6100.

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.227-9505 - TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN

ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987) - Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

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

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

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

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

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

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

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

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the

contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

5252.247-9502 - UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water- proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION"

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with this clause and best commercial practices.

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

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

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

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

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

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

5252.247-9509 - PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JULY 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the B, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth. (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

U.S. Government Prime Contract Special/Section H Provisions:

H.5 – Manufacturer’s Warranty

The Contractor shall uphold any original manufacturers’ warranty down to the lowest replaceable unit (LRU) that applies to hardware procured under this delivery order.

The contractor shall provide all information required by Attachment (15) (Warranty Tracking Information) and Attachment (16) (Source of Repair Instructions) of this contract prior to, but not later than, receipt and/or acceptance of the warranted items.

H.6 - ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

The contractor shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. The Government will safeguard the information provided. All electronically transmitted data shall be free of viruses.

H.7 – Security Requirements

As required by FAR 52.204-2, the contractor shall comply with the DoD Manual 5220.22M, “DoD Industrial Security Manual. A DD Form 254 will be issued for specific security requirements. Contractor shall be required to obtain appropriate facilities and personnel security clearances in accordance with any DD Form 254 in support of a contract requirement.

H.8 – Foreign Participation

Participation by foreign owned contractors at the subcontractor level is allowable under this contract unless restricted by the Contracting Officer in writing.

H.10 – Delivery of Technical Data and Computer Software to an Integrated Digital Environment

- (a) *Delivery.* Delivery of contract related data items via the contractor’s integrated digital environment, including technical data and computer software data items, shall occur by transmission, submission, or access of the data items, or notice to the recipient that said data items are accessible by the recipient. Transmitting, submitting, or providing access to technical data and computer software data items via the contractor’s integrated digital environment shall constitute delivery under this contract, but it shall not constitute acceptance and approval of said technical data and computer software data items for any purpose, including payment. Once delivered, the parties’ rights in such technical data and computer software shall be as specified in DFARS 252.227-7013 and 252.227-7014.
- (b) *Availability.* When data items are delivered, maintained, archived, or otherwise stored or made accessible on the contractor’s integrated digital environment, any unilateral or intentional interference with the integrated digital environment’s availability by the contractor shall constitute a material breach of this contract.
- (c) *Indemnification.* Contractor agrees to indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against all claims or liability, including costs and expenses resulting from, or as a consequence of, an unlawful release or disclosure of any data item via the integrated digital environment and by the integrated digital environment contractor, its officers, employees, agents, or representatives.
- (d) *Disputes.* Disputes regarding unjustified technical data and computer software markings shall be governed by 252.227-7037, Validation of Restrictive Markings on Technical Data. Disputes over nonconforming technical data and computer software markings shall be governed by 252.227-7013 and 252.227-7014 respectively. Disputes over the handling, release, or disclosure of any and all data residing in or associated with the contractor’s integrated digital environment shall be considered a dispute related to this contract, governed by the Contract Disputes Act, and therefore resolved in accordance with the terms of this contract implementing this Act.

H.12 - AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

H.13 – Notice Regarding Dissemination of Export-Controlled Technical Data

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
 - (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H.16 - PROVISIONED ITEMS ORDER-

In the event the Contractor initiates hardware changes that affect spares already procured under PIO(s), the Contractor shall replace the affected spares with new spares that match the changed trainer hardware at no additional cost to the Government.

H.18 - OBSOLESCENCE MANAGEMENT/DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS)

The identification of DMSMS/Obsolescence/Producibility issues and the necessary correction thereof shall not be cause under this contract for any price increase or revision in the contract schedule.