

CORNELL-CARR US GOVERNMENT CONTRACT FLOWDOWN CLAUSES

FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - DOMESTIC AND INTERNATIONAL/COMMERCIAL AND NON-COMMERCIAL ITEMS

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)/NAVSEA clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract unless made inapplicable by their respective notes, if any. When a clause uses a word or term that is defined in the FAR, DFARS or NAVSEA, the word or term shall have the same meaning as in the definition in FAR 2.101, DFARS 202.101 or NAVSEA 5252.202-9101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR, DFARS or NAVSEA supplement where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. If corresponding FAR, DFARS and NAVSEA clauses are referenced, NAVSEA has first precedence, followed by DFARS, then FAR. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract.

A. GOVERNMENT SUBCONTRACT

This Contract is entered into by Cornell-Carr and SELLER in support of a U.S. Government Contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101 or DFARS 202.101.
2. "Contract" means this Contract.
3. "Contractor" means SELLER acting as the immediate (first-tier) subcontractor to Cornell-Carr.
4. "Prime Contract" means the contract between Cornell-Carr and the U.S. Government or between Cornell-Carr and its higher-tier contractor in support of a contract with the U.S. Government.
5. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract. In all clauses listed herein, the terms "Government," "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change when 1) a right, act, authorization or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized representative and/or when 2) title to property is to be transferred directly to the Government.

If any of the following clauses do not apply to this Subcontract/Purchase Order, as defined in the respective

FAR, DFARS or NAVSEA provision, such clauses are considered to be self-deleting.

B. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER shall, at the request of Cornell-Carr, accept amendments to this Contract to incorporate additional clauses and provisions herein or to change clauses and provisions hereof, as Cornell-Carr may reasonably deem necessary in order to comply with the clauses and provisions of the applicable Prime Contract or with the clauses and provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the price of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Contract Direction/Changes" clause of this Contract.

C. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If Cornell-Carr furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Cornell-Carr, acting on its own behalf, may modify or limit any rights the Government may have to authorize the SELLER's use of such Furnished Items in support of other U.S. Government prime contracts.

D. FAR FLOWDOWN CLAUSES

In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to this Contract as defined by the respective FAR clause or provision:

1. The following clauses apply to this Contract as defined by the respective FAR clause (for Commercial and Non-Commercial Items):

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| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) |
| 52.204-2 | SECURITY REQUIREMENTS (AUG 1996) |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (OCT 2016) |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) |

52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (In the blank insert "30.")
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)	52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING HYDROFLUOROCARBONS (JUN 2016)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)	52.225-1	BUY AMERICAN ACT—SUPPLIES (MAY 2014)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)	52.225-5	TRADE AGREEMENTS (OCT 2016)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)	52.225-8	DUTY FREE ENTRY (OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)(Only section (h) applies)	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (If this Contract, except contracts to small business concerns, exceeds \$150,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.)	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016)
52.222-1	NOTICE OF GOVERNMENT LABOR DISPUTES (FEB 1997)	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)	52.232-32	PERFORMANCE BASED PAYMENTS (APR 2012)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applicable to small businesses only and only when Cornell-Carr is the Prime contractor)
52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Only subparagraphs (c) (1)-(11) applies.)	52.244-2	SUBCONTRACTS (OCT 2010) (Only sections (g) and (h) apply)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015) (A requirement for a compliance plan and certification appropriate to the size and complexity of the contract is required if any portion of the contract (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States, and (ii) has an estimated value that exceeds \$500,000.)	52.245-1	GOVERNMENT PROPERTY (APR 2012) (Applicable if Government property is furnished in the performance of this Contract. "Contracting Officer" means "Cornell-Carr" except in the definition of Property Administrator and in paragraphs (h) (1) (iii) and where it is unchanged, and in paragraphs (c) and (h) (4) where it includes Cornell-Carr. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d) (1) where it means "Cornell-Carr" and except in paragraphs (d) (2) and (g) where the term includes Cornell-Carr." The following is added as paragraph (n) ""SELLER" shall provide to Cornell-Carr immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of SELLER's property control system.".)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	52.245-9	USE AND CHARGES (APR 2012)
52.222-55	ESTABLISHING MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

2. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000 (for Commercial and Non-Commercial Items):

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

3. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$15,000 (for Commercial and Non-Commercial Items):

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

4. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000 (for Commercial and Non-Commercial Items):

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) Note: Cornell-Carr requires that all SELLERS register and annually update the System for Award Management (SAM)

5. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):

52.203-3 GRATUITIES (APR 1984)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014).

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014). Seller shall honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractors working under this contract, as well as of a predecessor Contractor and its Subcontractors. Seller will provide Cornell-Carr with the information about the service employees of the Subcontractor needed to comply with paragraphs (d) and (e) of this clause; and the record keeping requirements of (f).

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)

52.229-4 FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)

52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES – FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

6. The following additional clauses apply to the Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$500,000 (other than commercially available off-the-shelf items).

The SELLER shall represent to the best of the SELLER's knowledge and belief whether there have been any administrative merits determinations, arbitral awards or decisions, or civil judgments, for any labor law violation(s) rendered against the SELLER during the period beginning on October 25, 2015 to the date of the SELLER's offer, or for three years preceding the date of the SELLER's offer, whichever period is shorter. Further SELLER shall comply with all Department of Labor reporting requirements as defined in clauses below:

52.222-57 REPRESENTATION REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

52.222-58 SUBCONTRACTOR RESPONSIBILITY MATTERS REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

52.222-59 COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)

7. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017). (The SELLER's subcontracting plan is incorporated herein by reference.)

52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) (Delete subparagraphs (d) and (e).)

8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$1,000,000 (Non-Commercial Items):

52.222-61 ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673) (DEC 2016)

9. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,000,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items):

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELIQUENT TAX LIABILITY

	OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)		by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Cornell-Carr Procurement Representative identified on the face of this Contract.)
52.209-12	CERTIFICATION REGARDING TAX MATTERS (FEB 2016)		
10.	The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items):	52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Cornell-Carr Procurement Representative identified on the face of this Contract.)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)
52.203-14	DISPLAY OF HOTLINE POSTERS (OCT 2015) (Contact Cornell-Carr Procurement Representative if assistance is required obtaining any required posters.)	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (The SELLER shall insert, in all subcontracts under this Contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.)
11.	The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Item:	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)
52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2014)	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.	52.230-2	COST ACCOUNTING STANDARDS (OCT 2015) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (OCT 2015)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)	52.230-5	COST ACCOUNTING STANDARDS- EDUCATIONAL INSTITUTION (AUG 2016) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)		
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (In paragraph (a)(1) and (a)(2) "30 days" is changed to "25 days.")		
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)		
52.224-2	PRIVACY ACT (APR 1984)		
52.227-9	REFUND OF ROYALTIES (APR 1984)		
52.227-10	FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER (DEC 2007)		
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Reports required		

52.233-3	PROTEST AFTER AWARD (AUG 1996) (In the event Cornell-Carr's Customer has directed Cornell-Carr to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Cornell-Carr may, by written order to SELLER, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b) (2). In paragraph (f) add after "33.104(h) (1)" "and recovers those costs from Cornell-Carr." For the purposes of this clause, the first reference to "Government" shall mean Government.)	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODCUTION ACT (SEP 2016)	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1989) (In paragraph (a) "90 days" is changed to "100 days," in paragraph (b) "30 days" is changed to "20 days.")	52.248-1	VALUE ENGINEERING (OCT 2010)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984) (Applicable only if the Prime Contract requires Change Order Accounting.)	13. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item:	
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
12. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Items:		52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	14. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$10,000,000:	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	15. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items:	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	52.214-26	AUDIT AND RECORDS- SEALED BIDDING (OCT 2010)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (AUG 2011)
52.204-5	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (OCT 2014)	52.214-28	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (OCT 2010)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (OCT 2010)	52.216-5	PRICE REDETERMINATION - PROSPECTIVE (OCT 1997) (Applicable if the requirements of FAR 16.205-2 and FAR 16.205-3(a) through (d) have been met and this clause is expressly incorporated in this Contract. In subparagraph (j) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "Cornell-Carr shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) (Delete paragraph (b) of the clause.)	52.216-6	PRICE REDETERMINATION-RETROACTIVE (OCT 1997) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "Cornell-Carr shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION (MAY 2014)		

52.216-16	INCENTIVE PRICE REVISION-FIRM TARGET (OCT 1997) ALTERNATE I (APR 1984) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "Cornell-Carr shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")	52.216-8	FIXED FEE (JUN 2011)
		52.216-10	INCENTIVE FEE (JUN 2011) (The amounts in paragraph (e) are set forth on the face of this Contract. In subparagraphs (e) (4) (v) and (e) (4) (vi) where "Government" is unchanged.)
		52.216-11	COST CONTRACT – NO FEE (APR 1984)
52.216-17	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS (OCT 1997) (In subparagraph (k) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "Cornell-Carr shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.")	52.216-12	COST-SHARING CONTRACT – NO FEE (APR 1984)
		52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert ZERO in the Blank.)
		52.229-8	TAXES – FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990)
52.243-1	CHANGES - FIXED PRICE (AUG 1987) (Replace paragraph (a) with the following: Cornell-Carr Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Cornell-Carr furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. SELLER shall comply immediately with such direction.)	52.229-9	TAXES – COST REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)
		52.232-7	PAYMENTS UNDER CONTRACTS TIME-AND-MATERIALS AND LABOR-HOUR (AUG 2012)
		52.232-20	LIMITATION OF COST (APR 1984) (Applicable when this Contract becomes fully funded)
		52.232-22	LIMITATION OF FUNDS (APR 1984) (Applicable if this Contract is incrementally funded. When this Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.)
		52.232-20	LIMITATION OF COST (APR 1984) (Applicable Cost Type Subcontracts when fully funded)
		52.234-4	EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (In paragraph (a)(2) the first time "60 days" is cited it shall be changed to "45 days", the second time "60 days" is cited it shall be changed to "75 days".)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)		
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (AUG 1996).	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987). (Replace paragraph (a) with the following: Cornell-Carr Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Cornell-Carr furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (In paragraph (n) "Government" means "Cornell-Carr and the Government" and "Contracting Officer" means "Cornell-Carr or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)		
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract.)	52.243-3	CHANGES - TIME-AND- MATERIALS OR LABOR-HOURS (SEP 2000) (Replace paragraph (a) with the following: Cornell-Carr Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct
16.	The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Cost Type or Time and Material or Fixed Price Incentive for a Non-Commercial Items:		

changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work (“SOW”), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Cornell-Carr furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)

- 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (In subparagraph (e) change “60 days” to “120 days” and in subparagraph (f) change “6 months “to” 12 months”.)
- 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)
- 52.246-6 INSPECTION OF TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (MAY 2001).
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Substitute “60 days” for “120 days” and “60 days” for “120 days” in paragraph (d). Substitute “150 days” for “1 year” in paragraph (f). Delete paragraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

17. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Commercial Item:

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2017)

E. CERTIFICATIONS AND REPRESENTATIONS

This Subsection contains certifications and representations that are material representations of fact upon which Cornell-Carr will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of Cornell-Carr, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this Subsection .These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Cornell-Carr. Contractor shall immediately notify Cornell-Carr of any change of status with regard to these certifications and representations.

1. The following additional clauses apply to this Contract as defined by the respective FAR clause:

- 52.203-2 Certificate of Independent Price Determination (APR 1985)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007).
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)
- 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (AUG 2009)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (OCT 2015)

2. The following additional referenced clauses apply to this Contract as written:

- a) FAR 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2015) (1) The SELLER certifies, to the best of its knowledge and belief, that The SELLER and/or any of its Principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - 2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - 4) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - i. The SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b) FAR 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) incorporated herein by reference, with the same force and effect as if they were given in full text, and:
 - 1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-6) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency
 - 2) Contractor shall provide immediate written notice to Cornell-Carr if, any time prior to award of any

Contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- c) FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999).

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and: (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

- d) FAR 52.222-25 Affirmative Action Compliance (APR 1984).

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

- e) FAR 52.209-7 (JUL 2013) Information Regarding Responsibility Matters.

If SELLER has current active Federal contracts and grants with a total value greater than \$10,000,000, the SELLER represents, by submission of this offer, that the information it has entered in the FAPIIS is current, accurate, and complete as of the date of the submission of the offer with regard to the following:

- 1) Whether SELLER and/or any of its principals has, with in the last five years, been subject of a proceeding at the Federal or State level that resulted in a criminal conviction, a civil proceeding with a finding of fault and liability that results in the payment of \$5,000 or more, or an administrative proceeding with a finding of fault and liability that results in a fine of \$5,000 or more or restitution or damages in excess of \$100,000.
- 2) The SELLER shall post the information of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisitions.gov>

3) The following additional representations apply:

CONFLICT OF INTEREST

- a) Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.
- b) Seller represents and warrants that there are no actual, potential, or perceived conflicts of interest associated with its Work for Cornell-Carr; that it will comply with all Cornell-Carr policies and procedures related to Work with current United States Government employees; and that it is not prohibited by law or regulation from receiving compensation

from Cornell-Carr for delivering and/or performing Work under this Agreement. Should any actual, potential, or perceived conflict of interest arise in connection with this Agreement, Seller shall notify Cornell-Carr immediately, but in no event later than one (1) calendar day after becoming aware of such conflict of interest.

- c) Cornell-Carr, at its sole discretion and on a case-by-case basis, will determine whether a conflict of interest exists or is likely to arise. If Cornell-Carr determines that an actual, potential, or perceived conflict of interest exists, it may impose on Seller appropriate constraints to neutralize or mitigate that conflict of interest, up to and including, termination of this Agreement.

- d) The term Seller as used in this Article shall mean: (1) the organization entering into this Agreement with Cornell-Carr; (2) all business organizations with which Seller may merge, join, or affiliate, now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase, merger, or otherwise, direct or indirect control of Seller; (3) Seller's parent organization, if any, and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which Seller has direct or indirect control, now or in the future.

- e) In connection with a particular constraint, Seller may submit a proposal to Cornell-Carr for the purpose of indicating potential measures to avoid or mitigate a conflict. Cornell-Carr, at its sole discretion, may accept or reject Seller's proposal

F. DFARS FLOWDOWN CLAUSES

Note: If the respective PO or Subcontract identifies this as non-Department of Defense, then the following clauses do not apply:

1. The following additional clauses apply to this Contract as defined by the respective DFARS clause (for Commercial and Non-Commercial Items):

- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)
- 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (OCT 2016)

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER A FEDERAL LAW

252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2016)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) (MAR 2016)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM (OCT 2014)

252.222-7007 REPRESENTATION REGARDING COMBATTING TRAFFICKING IN PERSONS (JAN 2015)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (DEC 1991)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS-BASIC (SEP 2014)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

252.225-7001 BUY AMERICA ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2016)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (paragraphs (c) (6), (d), and (e) (1) are deleted)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

252.225-7013 DUTY-FREE ENTRY (MAY 2016)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

252.225-7017 PHOTOVOLTAIC DEVICES (JDEC 2016)

252.225-7018 PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2016)

252.225-7021 TRADE AGREEMENTS-BASIC (DEC 2016) (Applicable in lieu of the clause at FAR 52.225-5 TRADE AGREEMENTS)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES EVALUATION OF OFFERS (APR 2003)

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

252.225-7036 BUY AMERICA – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM-BASIC (DEC 2016)

252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE OF THE UNITED STATES (JUN 2016)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

252.225-7043 ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS- DOD CONTRACTS (SEP 2004) (In e (1), “Contractor” shall mean Cornell-Carr.)

252.229-7011 REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7003 FREQUENCY AUTHORIZATION-BASIC (MAR 2014)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013)

- 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)
- 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
- 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (NOV 2013)
- 252.239-7018 SUPPLY CHAIN RISK (OCT 2015)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2013)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)
- 252.246-7001 WARRANTY OF DATA-BASIC (MAR 2014) ALTERNATE II (MAR 2014)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (SUPPLIER shall provide notifications to Cornell-Carr and the ACO and PCO for the Prime Contract.)
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applicable for CAS-covered suppliers) (AUG 2016)
- 252.246-7008 SOURCES OF ELECTRONIC PARTS (OCT 2016)

Under Clause **COUNTERFEIT PARTS: PREVENTION AND NOTIFICATION**, paragraph c): Additionally, the SELLER'S Counterfeit Parts Prevention and Detection system shall have expanding levels of control based on increasing risk in order to ensure that human safety and mission success are not compromised. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part, the probability that the inspection or test method selected will detect a Counterfeit Electronic Part, and the potential negative consequences of a Counterfeit Electronic Part being used. The system shall include a process for keeping continually informed of current counterfeiting information, trends and GIDEP reports, using such information to continuously update internal procedures and systems as necessary. The system shall consider means to contribute to the abolishment of Counterfeit Electronic Parts proliferation.

Additionally, for either products delivered under this contract containing Electronic Parts or Electronic Parts procured for this contract: If Electronic Parts are determined to be Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts, notification will also be made not later than 60 days after such determination to the Government-Industry Data Exchange Program (GIDEP).

- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

2. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of

this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):

- 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)
- 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014) (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000.)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT2015)
- 3. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$1,500,000 (for Commercial and Non-Commercial Items):**
- 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

4. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:

- 252.203-7004 DISPLAY OF HOTLINE POSTER(S) (OCT 2016)
- 5. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item:**

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 2012)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
- 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (FEB 2014) (Applicable in lieu of FAR 52.227-14)
- 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)

equals or exceeds \$50,000,000 and is for a Non-Commercial Item:

252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM- BASIC (NOV 2014)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP2016)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

9. The following additional clauses apply to this as defined by the respective DFARS clause if the Contract is for a Commercial Item:

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

10. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is Cost Type, Incentive or T&M:

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (In this clause, the term "contract" and "subcontract" shall not change in meaning.)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)

G. NAVSEA FLOWDOWN CLAUSES

252.228-7001 GROUND AND FLIGHT RISK (JUN 2010)

1. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is either Cost Type or Fixed Price. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

6. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:

HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) thru (d).)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

7. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item:

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990) (MODIFIED) (SEP 2012)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

8. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

HQ C-2-0029	HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)	HQ C-2-0020	DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)
HQ C-2-0045	QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING PERSONNEL (NAVSEA) (APR 2004)	HQ C-2-0044	PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)
HQ C-2-0047	REMOVALS (NAVSEA) (SEP 1990)	HQ C-2-0048	REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)
HQ C-2-0056	TESTS AND TRIALS (NAVSEA) (OCT 1990)	HQ C-2-0050	SPECIAL AGREEMENT REGARDING SWITCHBOARD SUBCONTRACTS (NAVSEA) (JUN 2000)
HQ C-2-0059	UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)	HQ C-2-0051	SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)
HQ D-2-0007	MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)	HQ C-2-0053	STANDARDIZATION - ALTERNATE I (NAVSEA) (JAN 2008)
HQ D-2-0008	MARKING OF REPORTS (NAVSEA) (SEP 1990)	HQ C-2-0063	NOTIFICATION OF/USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)
52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) – Items to be specified on the face of the PO if applicable.	HQ C-2-0066	CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)
HQ E-1-0001	INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)	HQ D-1-0004	WARRANTY NOTIFICATION FOR ITEMS (to be specified on the face of the PO if applicable) – ALTERNATE I (NAVSEA) (SEP 2009)
HQ E-2-0002	ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)	5252.227-9113	GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)
5252.202-9101	ADDITIONAL DEFINITIONS (MAY 1993)	RMC L-2-0015	NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 93)
5252.223-9114	MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)	HQ L-2-0009	SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)
5252.233-9103	DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)	3. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is Cost Type. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:	
5252.233 9107	EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)	HQ B-2-0016	PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)
5252.243-9113	OTHER CHANGE PROPOSALS (CT) - ALTERNATE I (JAN 1990)	HQ B-2-0019	TRAVEL COSTS (NAVSEA) (MAY 1993)
RMC L-2-0010	GOVERNMENT PROPERTY IN POSSESSION OF OFFERORS (Undated)	HQ C-2-0002	ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)
2. The following additional clauses apply to this Contract if the Prime Contract customer is Naval Sea Systems Command and the Prime Contract is Fixed Price. Clauses may be invoked by either NAVSEA Headquarters or the Regional Maintenance Center:		HQ C-2-0007	APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)
HQ C-2-0003	ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)		
HQ C-2-0010	COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)		

HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

HQ C-2-0025 FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (SEP 2009)

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009) / (COST TYPE) ALTERNATE I (NAVSEA) (SEP 2009)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

HQ C-2-0042 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS - ALTERNATE I (NAVSEA) (JAN 2008)

RMC C-2-0060 USE OF POWER GRINDERS AND SAWS (NAVSEA) (SEP 1990)

RMC C-2-0016 USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs) (Undated)

RMC C-2-0018 COSAL CONFIGURATION CHANGE DOCUMENTATION (NAVSEA) (JUN 1992)

RMC C-2-0024 CITIZENSHIP REQUIREMENTS (Undated)

RMC C-2-0026 THREAT CONDITIONS (Undated) (As applicable to the area wherein work will be performed under this Contract.)

RMC C-2-0027 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S) (Undated)

HQ E-1-0005 INSPECTION AND ACCEPTANCE OF PIO (Undated)

HQ E-1-0006 INSPECTION AND ACCEPTANCE OF PTD (Undated)

RMC E-2-0001 QUALITY ASSURANCE PROGRAM (Undated)

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (FEB 2012)

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

RMC L-2-0006 SECURITY REQUIREMENTS AND DESTRUCTION OF CLASSIFIED MATERIAL (Undated)

HQ L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)