

GENERAL PROVISIONS**SOLICITATION NUMBER: N00024-20-R-6300****(FIXED PRICE SUBCONTRACTS)****Mine Countermeasures Unmanned Surface Vehicle
(MCM USV)**

The provisions set forth in the following listed sections of the DOD FAR Supplement Regulations (DFAR) and NAVSEA Clauses are incorporated into this Subcontract/Purchase Order by this reference, as though set forth in full. When used in these clauses, the term "Government" shall, except as noted below where the clause is referenced, include the words "and Buyer"; the term "Contracting Officer" shall mean "Buyer"; the term "Contract" shall mean "This Subcontract/Purchase Order"; the term "Contractor" shall mean "Seller"; the term "Subcontractor" shall mean "Lower-Tier Subcontractor"; and the term "Prime Contractor" shall mean the United States Government Contract to Textron Systems under which this Subcontract/Purchase Order is issued.

FLOWDOWN TERMS AND CONDITIONS**DPAS Rating – DOA3****FAR/DFAR SUPPLEMENT PROVISIONS**

The following Federal Acquisition Regulation clause and Defense Federal Acquisition Regulation Supplement clause are incorporated herein by reference, with the same force and effect as if they were given in full text.

Whenever necessary, to make such clauses applicable, the term "Contractor" shall mean "Seller", and the term "Contract" shall mean "Order", the term "Government", and equivalent shall include the words "and Textron Systems (TS)", and the terms "Contracting Officer" and equivalent shall include the words "and TS Buyer/Subcontract Administrator", provided the use of such terms shall convey data and patent rights only to the U.S. Government, and that in provisions relating to Government property or audit or compliance with federal regulations, the U.S. Government will act on its own behalf. All Terms and Conditions are subject to FAR 52.202-1, Definitions.

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ITEM	CITATION	CLAUSE TITLE	DATE
1.	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWERRIGHTS	JUN/20
2.	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST – TIER SUBCONTRACT AWARDS	JUN/20
3.	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG/20
4.	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/15
5.	52.215-21 Alt II	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) - ALTERNATE II	OCT/97
6.	52.215-21 Alt III	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) - ALTERNATE III	OCT/97
7.	52.215-21 Alt IV	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) - ALTERNATE IV	OCT/10
8.	52.219-9 Alt II (Dev)	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-O0018) - ALTERNATE II	AUG/18
9.	52.222-19	CHILD LABOR -- COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/20
10.	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG/18
11.	52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION	MAY/14
12.	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS	MAY/14
13.	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC/15
14.	52.223-6	DRUG-FREE WORKPLACE	MAY/01
15.	52.223-20	AEROSOLS	JUN/16
16.	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/13

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17.	52.233-3	PROTEST AFTER AWARD	AUG/96
18.	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/17
19.	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/20
20.	52.245-9	USE AND CHARGES	APR/12
21.	52.249-8	DEFAULT (FIXED-PRICE SUPPLY & SERVICE)	APR/84
22.	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/16
23.	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/20
24.	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/20
25.	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT	NOV/20
26.	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT— FURNISHED MATERIAL	DEC/91
27.	252.209-7007	PROHIBITED FINANCIAL INTERESTS FOR LEAD SYSTEM INTEGRATORS	JUL/09
28.	252.209-7009	ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM	MAY/19
29.	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/05
30.	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	DEC/19
31.	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/12
32.	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/10
33.	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	DEC/19
34.	252.225-7000	BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE-- BASIC (NOV 2014)	NOV/14
35.	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/17
36.	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN	DEC/19
37.	252.225-7978 (Dev)	RESTRICTION ON ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN. (DEVIATION 2019-O0006)	JAN/19

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ITEM	CITATION	CLAUSE TITLE	DATE
38.	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/14
39.	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/14
40.	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/14
41.	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/11
42.	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/16
43.	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/00
44.	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/16
45.	252.227-7038	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/12
46.	252.234-7002 (Dev)	EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017)	SEP/15
47.	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM--BASIC	NOV/14
48.	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/91
49.	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	MAY/14
50.	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC/17
51.	252.246-7001 Alt I	WARRANTY OF DATA (MAR 2014) - ALTERNATE I	MAR/14

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

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ANSI/ISO/ASQ 9001-2015

(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.

(End of clause)

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements.

As prescribed in 204.7304(d), use the following provision:

NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) *Procedures.*

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(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to <mailto:webptsmh@navy.mil> for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

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System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User’s Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DoD Assessment Requirements.

As prescribed in [204.7304](#) (e), use the following provision:

NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) *Definitions.*

“Basic Assessment” means a contractor’s self-assessment of the contractor’s implementation of NIST SP 800-171 that—

- (1) Is based on the Contractor’s review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

“High Assessment” means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

- (1) Consists of—
 - (i) A review of a contractor’s Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor’s system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor’s system security plan; and

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(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “High” in the resulting score.

“Medium Assessment” means an assessment conducted by the Government that—

(1) Consists of—

(i) A review of a contractor’s Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_nist_sp_800-171.html, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to <mailto:webptsmh@navy.mil> for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

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(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

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(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

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(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to <mailto:webpmsmh@navy.mil> for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of provision)

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

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None

(End of text)

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

The contractor guarantees that replacement parts for each component part listed in this contract shall be available for a minimum of FIFTEEN (15) YEARS from the date of this contract. Subsequent to this period, if parts are not available from the contractor, the contractor shall, if requested by the Government, furnish data to enable the Government to have such parts manufactured elsewhere.

(End of Text)

223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018) (Applies if work is to be performed on a Government facility)

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(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

<TO BE PROVIDED BY CONTRACTING OFFICER'S REPRESENTATIVE>

(End of text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains

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properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

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

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

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(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

C-227-H013 REPORTING THE INTENDED USE OF GOVERNMENT-UNIQUE MARKS (NAVSEA) (JAN 2020)

(a) Government-unique mark, as used herein, means any mark that identifies and distinguishes goods first developed or manufactured in performance of a Government contract or that identifies and distinguishes services first rendered in performance of a Government contract.

(b) The Contractor must notify the Contracting Officer in writing of its intent to assert rights in, or file an application to register, a Government-unique mark. The Contractor's notification shall be in writing and shall identify the Government-unique mark (including the word, name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(c) Failure of the Government to respond to the notification does not waive the Government's right under the Trademark Act to contest the Contractor's assertion of rights or application.

(d) Nothing contained herein provides authorization or consent, express or implied, by the Government regarding the Contractor's use of any mark, including a Government-unique mark.

(End of Text)

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

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

(End of text)

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

(a) For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

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

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

(End of Text)

D-247-H002 PACKAGING OF SUPPLIES—BASIC (NAVSEA) (OCT 2018)

Item(s) 0001, 0101, 0201, 0301, 0401, and 2000 The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-15 approved 1 December 2015, Standard Practice for Commercial Packing.

(End of text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

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

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

(End of text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (JUN 2019)

(a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used

to calibrate other standards of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

(5) Commercial Service Providers. Suppliers of Navy test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide low volume, model specific, or unique parameter calibration services.

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

(7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.

(8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.

(9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.

(10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.

(11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to

monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (2nd Edition), dated 15 May 2005 or the national standards of other countries correlated with U.S. national standards held by the National Institute of Standards and Technology and designated as an approved source by the Department of the Navy METCAL Executive Agent.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 72%. TMDE reliability data shall be provided upon request. TURs shall be greater than 4:1 or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

(d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).

(e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c).

(End of text)

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

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(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (excluding economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).

(f) The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part

or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of text)

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

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

(End of text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

(End of text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

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(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of text)

D-246-H003 WARRANTY NOTIFICATION FOR ITEM(S) 0001, 0101, 0201, 0301, 0401, AND 2000— ALTERNATE I (NAVSEA) (MAY 2019)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R with Change 1 dated 24 May 2018 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT _____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 365 DAYS FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY COR AND PCO.

(End of Text)

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018)

(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 UNDER THE SHIPPING LABEL." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

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

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

(End of text)

E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number,

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drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the ____ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. _____ via ____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: _____

Signature: _____

Typed Name: _____

Title: _____

(End of text)

F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of text)

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019) (Applies if work is to be performed on a Government facility)

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

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the

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Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity.

Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

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

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material: therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: (insert applicable name and code).

(End of text)