

TEXTRON Marine & Land Systems //

TEXTRON Systems

GENERAL PROVISIONS
(FIXED PRICE SUBCONTRACTS)

Ship to Shore Connector (SSC)

CONTRACT NUMBER: N00024-12-C-2401

The provisions set forth in the following listed sections of the Federal Acquisition Regulations (FAR)/DOD FAR Supplement Regulations (DFAR) 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 Marine & Land Systems (TM&LS) under which this Subcontract/Purchase Order is issued. Copies of FAR may be obtained from the U.S. Government Printing Office, Washington, D.C.

FLOWDOWN TERMS AND CONDITIONS

D0A3 Rating

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. The full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil>.

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 Marine & Land Systems (TMLS)", and the terms "Contracting Officer" and equivalent shall include the words "and TMLS 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.

SUPPLEMENTAL TERMS AND CONDITIONS

ITEM	CITATION	CLAUSE TITLE	DATE
1.	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	May-2011
2.	52.204-7	CENTRAL CONTRACTOR REGISTRATION	Feb-2012
3.	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	Feb-2012
4.	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	Dec-2010
5.	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (ALT I - JAN 2011)	Feb-2012
6.	52.210-1	MARKET RESEARCH	Apr-2011
7.	52.216-18	ORDERING	Oct-1995
8.	52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	Mar-1989
9.	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	Mar-2000
10.	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	Jan-2011
11.	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	Jan-2011
12.	52.219-9	ALTERNATE II	Oct-2001
13.	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-1999
14.	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	Dec-2010
15.	52.219-28	POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION	Apr-2009
16.	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	Jul-1990

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ITEM	CITATION	CLAUSE TITLE	DATE
17.	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	Mar-2012
18.	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING NATIONAL LABOR RELATIONS ACT	Dec-2010
19.	52.222-99	(DEV) NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATIONS 2010-O0013)	Jun-2010
20.	52.223-6	DRUG FREE WORKPLACE	May-2001
21.	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	May-1995
22.	52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	Apr-1984
23.	52.227-9	REFUND OF ROYALTIES	Apr-1984
24.	52.229-3	FEDERAL STATE AND LOCAL TAXES	Apr-2003
25.	52.232-32	PERFORMANCE BASED PAYMENTS	Apr-2012
26.	52.233-1	DISPUTES	Jul-2002
27.	52.233-1	ALTERNATE I	Dec-1991
28.	52.233-3	PROTEST AFTER AWARD	Aug-1996
29.	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-2004
30.	52.234-4	EARNED VALUE MANAGEMENT SYSTEM	Jul-2006
31.	52.242-2	PRODUCTION PROGRESS REPORTS	Apr-1991
32.	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	May-2001
33.	52.242-4	CERTIFICATION OF INDIRECT COSTS	Jan-1997
34.	52.242-13	BANKRUPTCY	Jul-1995
35.	52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	Apr-1984
36.	52.242-17	GOVERNMENT DELAY OF WORK	Apr-1984
37.	52.243-1	ALTERNATE II (Period Changed to 5 Days)	Apr-1984

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ITEM	CITATION	CLAUSE TITLE	DATE
38.	52.243-1	ALTERNATE V (Period Changed to 5 Days)	Apr-1984
39.	52.243-2	ALTERNATE I (Period Changed to 5 Days)	Apr-1984
40.	52.243-6	CHANGE ORDER ACCOUNTING	Apr-1984
41.	52.243-7	NOTIFICATION OF CHANGES (“5 ” inserted in paragraph b; and “30” inserted in paragraph d)	Apr-1984
42.	52.244-2	SUBCONTRACTS (Alternate I dated March 2005)	Oct-2010
43.	52.244-5	COMPETITION IN SUBCONTRACTING	Dec-1996
44.	52.245-9	USE AND CHARGES	Aug-2010
45.	52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	Aug-1996
46.	52.246-3	INSPECTION OF SUPPLIES -COST REIMBURSABLE	May-2001
47.	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	Aug-1996
48.	52.246-5	INSPECTION OF SERVICES -COST REIMBURSABLE	Apr-1984
49.	52.246-16	RESPONSIBILITY FOR SUPPLIES	Apr-1984
50.	52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE	May-2001
51.	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	Feb-1997
52.	52.246-25	LIMITATION OF LIABILITY - SERVICES	Feb-1997
53.	52.247-29	F.O.B. ORIGIN	Feb-2006
54.	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY	Jun-2003
55.	52.247-68	REPORT OF SHIPMENT (RESHIP)	Feb-2006
56.	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-1984
57.	52.249-14	EXCUSABLE DELAYS	Apr-1984
58.	52.252-2	CLUASES INCORPORATED BY REFERENCE	Feb-1998

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ITEM	CITATION	CLAUSE TITLE	DATE
59.	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	Apr-1984
60.	52.253-1	COMPUTER GENERATED FORMS	Jan-1991
61.	252.203-7001	PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	Dec-08
62.	252.203-7002	REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	Jan-09
63.	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	Dec-11
64.	252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER	Sep-11
65.	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	Apr-92
66.	252.204-7004	ALTERNATIVE A - CENTRAL CONTRACTOR REGISTRATION	Sep-07
67.	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	Nov-01
68.	252.205-7000	PROVISION FOR INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	Dec-91
69.	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	Dec-06
70.	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	Nov-05
71.	252.211-7006	RADIO FREQUENCY IDENTIFICATION	Sep-11
72.	252.211-7007	REPORTING OF GOVNT FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	Nov-08
73.	252.211-7008	USE OF GOVERNMENT ASSIGNED SERIAL NUMBERS	Sep-10
74.	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	Feb-12
75.	252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	Jan-11
76.	252.223-7004	DRUG-FREE WORK FORCE	Sep-88
77.	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	Apr-03
78.	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	Oct-10

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ITEM	CITATION	CLAUSE TITLE	DATE
79.	252.225-7008	RESTRICTION OF ACQUISITION OF SPECIALTY METALS	Jul-09
80.	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	Jun-10
81.	252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	Dec-09
82.	252.225-7038	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	Jun-05
83.	252.227-7038	PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	Dec-07
84.	252.227-7039	PATENT - REPORTING OF SUBJECT INVENTIONS	Apr-90
85.	252.232-7010	LEVIES ON CONTRACT PAYMENTS	Dec-06
86.	252.234-7002	EARNED VALUE MANAGEMENT SYSTEM	May-11
87.	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	Nov-10
88.	252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	May-95
89.	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	Nov-04
90.	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	Dec-91
91.	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	May-11
92.	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	Feb-12
93.	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	Feb-12
94.	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	Mar-98
95.	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	Sep-11
96.	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	May-11
97.	252.245-7001	TAGGING, LABELING & MARKING OF GOVERNMENT FURNISHED PROPERTY	Feb-11
98.	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	Feb-11
99.	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	May-11

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ITEM	CITATION	CLAUSE TITLE	DATE
100.	252.245-7004	REPORTING, REUTILIZATION AND DISPOSAL	Aug-11
101.	252.246-7001	WARRANTY OF DATA ALT II	Dec-91

FLOWDOWN PROVISIONS INCORPORATED IN FULL TEXT

5252.202 9101 ADDITIONAL DEFINITIONS (FT) - ALTERNATE II (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) COMMANDER, NAVAL SEA SYSTEMS COMMAND means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.
- (c) NAVSEA 08 means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.
- (d) SUPERVISOR means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.
- (e) PROJECT MANAGER (SHAPM)(PMS) means the (List appropriate PM) Program Manager, or his duly appointed successor or duly authorized representative, of the Naval Sea Systems Command of the Department of the Navy.
- (f) LEAD SHIPBUILDER, LEAD YARD OR LEAD SHIPYARD mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).
- (g) FOLLOW SHIPBUILDER, FOLLOW YARD OR FOLLOW SHIPYARD mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.
- (h) LEAD SHIP OR FIRST SHIP OF THE CLASS mean the (List first ship.)
- (i) FOLLOW SHIP means any ship of the (List class) Class other than the first ship.
- (j) ADJUSTMENT IN CONTRACT PRICE means adjustment in target cost, target profit, target price and ceiling price or fixed price, as appropriate under the circumstances and except as otherwise provided in the contract.
- (k) DESIGN AGENT means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor.
 - (l) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - 1. National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

2. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position National Item Identification Number (NIIN) assigned to the item of supply.

- (m) NAVY REORGANIZATION Pursuant to the reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance Systems Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in the documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Naval Air Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.
- (n) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS).
- (o) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed also to include the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (p) CONSTRUCTION OF THE VESSEL means conversion of the vessel (except where it is used in paragraphs (f) and (g) of this requirement).

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

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

5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998)

- (a) This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called "repair parts") for a ship component or item of equipment.
- (b) With respect to ship components or equipments manufactured other than in the United States or Canada, the Contractor agrees that, in addition to any other data required by this contract, it will furnish under this contract

sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to the Contractor and approved by the Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, "sufficient data" shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this contract.

- (c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to the Contractor and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, the Contractor shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(12) of the clause of this contract entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227 7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

**5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (AT) -
ALTERNATE I (APR 1999)**

- (a) For the purposes of this requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (i) an engineering change proposed by the Government or the Contractor pursuant to the "Other Change Proposals" or other requirements of this contract and (ii) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment under the "CHANGES" clause or any other article or requirement of this contract.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect of a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall include the following information for each individual item or element of the request:
- (1) A description
 - (i) of the work required by the contract before the change, which has been deleted by the change, and
 - (ii) of the work deleted by the change which already has been completed. The description is to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of identifiable raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
 - (2) Description of work necessary to undo work already completed which has been deleted by the change;
 - (3) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;
 - (4) Description of interference and inefficiencies in performing the change;
 - (5) Description of disruption attributable solely to the change; which description shall include the following information:
 - (i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;

- (ii) The calendar period of time during which disruption occurred, or may occur;
 - (iii) Area(s) of the Contractor's operations where disruption occurred, or may occur;
 - (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
 - (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
 - (vi) Description of any measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work or increased costs attributable to the change;
- (8) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "causal" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
- (c) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.
- (e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and shall be in sufficient detail to permit the Contracting Officer to cross reference the claimed increased costs, or delay in delivery, or both, as appropriate, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

- (a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, 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 database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) 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 legends 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.

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.

SSC SOFTWARE DEVELOPED OR MODIFIED UNDER THIS PURCHASE ORDER

The purpose of this clause is to further clarify the Government's requirements regarding Software developed or modified under this Purchase Order in accordance with DFARS 252.227-7014:

For all software developed under this Purchase Order, the Subcontractor shall provide source code via applicable SDRLs, in a compliable format, with all necessary tools and documentation to reproduce and maintain the software.

For all Commercial Software (as defined in FAR 2.101) requiring hardware and/or software modifications for use on the SSC under this Purchase Order, the Subcontractor shall provide Technical Data (TD) and Computer Software Documentation (CSD), via applicable SDRLs, describing in sufficient detail all steps necessary to duplicate the required hardware/software modifications. Source code for software modifications to Commercial Software, required for use on the SSC under this Purchase Order, shall be delivered, in a compilable format, via applicable SDRLs.

NOTE: The Government does not require delivery of source code for Commercial Software that is not modified for use on the SSC under this contract.

The Government desires Government Purpose Rights (GPR) to all software developed and integrated under its Prime Contract. The Subcontractor shall provide at least GPR to all noncommercial software and software modifications to Commercial Software that are developed and/or integrated for, and required to be delivered under, this Purchase Order, and is at least partially or fully funded by the Government.

TM&LS is required to inspect file headers and any other company markings found in the source code delivered under this purchase order to ensure clear indication that the Government has Government Purpose Rights to use the software that is developed and/or integrated for, and required to be delivered under the Prime Contract, and is at least partially or fully funded by the Government.

GUARANTY PERIOD

As used in this Subcontract, "Guaranty Period" shall mean that period of time between Craft Preliminary Acceptance by the Government (initial delivery of craft by Textron) to Final Acceptance. Said period being fifteen (15) months for LCAC 100 and eleven (11) months for LCAC 101 and subsequent unless extended between the parties.

APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Use or disclosure of the data contained on this sheet is subject to the restriction on the title page.

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.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (AT) (NAVSEA) (JAN 1990)

Attention of the Contractor is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated there under by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)

- (a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.
- (b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.
- (c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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- (1) The Contracting Officer may at any time by written order:
 - (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
 - (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
 - (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.
 - (2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES-FIXED-PRICE" (FAR 52.243-1).
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.
- (e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which is referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:
- (1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or
 - (2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(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.

QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

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

(a) All deliverable software

(b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

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