
GENERAL PROVISIONS
(FIXED PRICE SUBCONTRACTS)

Solicitation Number: N00024-14-C-6322

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 Systems Marine & Land Systems. Copies of FAR may be obtained from the U.S. Government Printing Office.

FLOWDOWN TERMS AND CONDITIONS

DO-A3 Rating

Unmanned Influence Sweep System (UISS)

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.

1. FLOWDOWN PROVISIONS INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation clause and Defense Federal Acquisition Regulation Supplement clauses 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>.

ITEM	CITATION	CLAUSE TITLE	DATE
1	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	Aug-2012
2	52.208-8	HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM	Apr-2002
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	Dec-2010
4	52.232-16	PROGRES PAYMENTS	Apr-2012
5	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-2004
6	52.234-4	EARNED VALUE MANAGEMENT SYSTEM	Jul-2006
7	52.243-2 Alt II	ALTERNATE II CHANGES - COST REIMBURSEMENT (Aug 1987) - Alternate II	Apr-1984
8	52.243-4	CHANGES	Jun-2007
9	52.245-9	USE AND CHARGES	Apr-2012
10	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	May-2011
11	52.246-2	ALT I INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) - ALTERNATE I	Jul-1985
12	52.246-3	INSPECTION OF SUPPLIES COST-REIMBURSEMENT	May-2001
13	52.246-4	INSPECTION OF SERVICES--FIXED PRICE	Aug-1996
14	52.246-5	INSPECTION OF SERVICES COST-REIMBURSEMENT	Apr-1984
15	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT	May-2001
16	52.246-16	RESPONSIBILITY FOR SUPPLIES	Apr-1984
17	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	Jun-2012
18	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	Jun-2005
19	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	Dec-2009
20	252.234-7002	EARNED VALUE MANAGEMENT SYSTEM	May-2011
21	252.237-7023	CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES	Oct-2010
22	252.246-7001 Alt I	WARRANTY OF DATA (Dec 1991) ALTERNATE I	Dec-1991

2. 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 means 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>

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

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.

HQ C-2-0008 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.

HQ C-2-0011 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.

HQ C-2-0017 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 thereunder 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.

HQ C-2-0023 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.

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

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

**HQ C-2-0030 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:
 - (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.

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 MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQC-9000 Quality Management Systems 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 require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

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.

HQ E-2-0017 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.