



L3 INTEGRATED SYSTEMS TC002-SUPPLEMENT 1
U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION
(FAR) REV 29 DATED 27 APRIL 2018

- 1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contractor or by operation of law or regulation.
2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were given in full text.

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- 28. High-Level Contract Quality Requirement52.246-11
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- 30. Value Engineering52.248-1
- 31. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”.
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- 3. Subcontractor Cost or Pricing Data52.215-12
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- 5. Incentive Fee – Applicable if this is a cost plus incentive fee order.52.216-10
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- 7. Cost Sharing Contract – No Fee – Applicable if this is a cost sharing, no fee order.52.216-12
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- 15. Changes – Cost-Reimbursement – Applicable if this is a Cost-Reimbursement Order52.243-2
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- 17. Inspection of Supplies (Cost Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed acceptable by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-3
- 18. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 19. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 20. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
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- 22. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 23. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 24. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 25. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5
- 26. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.52.246-5



27. Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing
 28. representative” and “Government” means “Buyer and Government” (provided that an inspection
 29. system accepted by the Government will be deemed accepted by the Buyer), and where “Government”
 30. first appears in paragraph (k), it shall mean “Government and Buyer.” The provisions in this clause for
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3. CERTIFICATIONS:

THE OFFEROR, BY SIGNING ITS OFFER AND ANY RESULTANT SUBCONTRACT OR PURCHASE ORDER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD.

A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000)52.203-11
 B. Certification for Federal funding accountability and Transparency Act (FFATA) (at \$30,000 or greater).....52.204-10
 C. Certification Regarding Responsibility Matters (over \$250K)52.209-5
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 for Debarment (over \$35,000).....52.209-6
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2. Prohibition in Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements52.203-18

5. ADDITIONAL CLAUSES:

A. COST ACCOUNTING STANDARDS (APPLICABLE UNLESS OTHERWISE EXEMPT)

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

B. TRUTH IN NEGOTIATIONS

Cost or Pricing Data: (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Cost or Pricing Data” is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer accurate, current, or complete.

1. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase “cost or pricing data,” as used herein, shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Certified Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Order which involves increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data as defined in FAR section 2.101 and required by FAR subsection 15.403-4 and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.



When required to obtain certified cost²⁷ and TC002 Revision 25 or pricing data or “Other Than Certified Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, Seller shall obtain such data.

7. Submission of Incurred Cost Proposals (T&M and Cost Reimbursable only) Seller shall submit its annual incurred cost proposal required by FAR 52.216-7 to Seller’s cognizant U.S. Government audit agency within six (6) months after the end of Seller’s fiscal year. Seller shall confirm its submission in writing to Buyer, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to Buyer within thirty (30) days of the Seller’s incurred cost submission. Seller agrees that the audit results shall be reflected in timely adjustments to the prices paid by Buyer to Seller under this Subcontract as reflected in Seller’s invoices to Buyer. Seller hereby grants its permission for Seller’s cognizant U.S. Government audit agency to provide a copy of any resultant audit report to Buyer.

8. DISPUTES – GOVERNMENT CONTRACTS

Any reference to the “Disputes Clause” in any applicable FAR Clause under paragraph 2 above shall mean this paragraph 7, *Disputes – Government Contracts*.

A. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with paragraph B, below. All other disputes will be resolved under the Article entitled, “DISPUTES,” as found in section 25 of the General Terms and Conditions TC001.

B.

1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract, which binds Buyer, shall bind both Buyer and Seller to the extent that it relates to this purchase order—provided that:

- i.** The Buyer notifies with reasonable promptness the Seller of such decision;
- ii.** The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- iii.** If Buyer should appeal such decision, Buyer, at its sole discretion, offers to the Seller the opportunity, at its own expense, to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.

C. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.

D. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

E. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as amended.

9. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (Applicable to all subcontracts over the Simplified Acquisition Threshold) (Oct 2010)

(a) Definitions. As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.



(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.



(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end



of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

78. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.



L3 INTEGRATED SYSTEMS TC002 SUPPLEMENT 2
U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION
REGULATION SUPPLEMENT (DFARS) REVISION AND DATE AS IN TC002 SUPPLEMENT 1

1. When the materials or products furnished are for use in connection with a U. S. Government Department of Defense contract or subcontract, in addition to the General Provisions and the FAR provisions, the following provisions shall apply, as required by the terms of the prime contractor or by operation of law or regulation. In the event of a conflict between these DFARS provisions and the General Provisions or the FAR provisions, the DFARS provisions shall control. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.

2. The following clauses set forth in the DFARS, in effect as of the date of the prime contract, are incorporated herein by reference with the same force and effect as if they were given in full text. In all clauses listed herein, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties under this purchase order and affect the proper intent of the provision, except where further clarified or modified below. "Subcontractor;" however, shall mean "Seller's Subcontractor" under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

A. Title of Clause DFARS

- 1. Requirement to Inform Employees of Whistleblower Rights..... 252.203-7002
 - (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense federal Acquisition Regulation Supplement. (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts. (End of Clause)
- 2. Disclosure of Information252.204-7000
- 3. Alternate A, System For Award Management252.204-7004
- 4. Alternate A, Annual Representations and Certifications252.204-7007
- 5. Limitations on the USE and Disclosure of Third Party Contractor Reported Cyber Incident Information.....252.204-7009
- 6. Safeguarding Covered Defense Information and Cyber Incident Reporting and CDI will be flowed down to or processed by Seller 252.204-7012
- 7. Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors..... 252.204-7013
- 8. Limitations on the Use or Disclosure of Information by Litigation Support Contractors..... 252.204-7014
- 9. Disclosure of Information to Litigation Support Contractors..... 252.204-7015
- 10. Disclosure of Ownership of Control by a Foreign Government252.209-7002
- 11. Item Unique Identification and Valuation.....252.211-7003
- 12. Passive Radio Frequency Identification252.211-7006
- 13. Reporting of Government Furnished Property252.211-7007
- 14. Pricing Adjustments252.215-7000
- 15. Cost Estimating System Requirements252.215-7002
- 16. Award Fee Reduction or Denial for Jeopardizing the Health and Safety of Gov't Personnel.....252.216-7004
- 17. Restrictions on Employment of Personnel252.222-7000
- 18. Hazard Warning Labels (Fill in State where this purchase order will be performed.)..... 252.223-7001
- 19. Safety Precautions for Ammunition and Explosives 252.223-7002
- 20. Change in Place of Performance - Ammunition and Explosives252.223-7003
- 21. Drug-Free Work Force252.223-7004
- 22. Prohibition on Storage and Disposal of Toxic and Hazardous Materials252.223-7006
- 23. Safeguarding Sensitive Conventional Arms, Ammunition and Explosives252.223-7007
- 24. Prohibition of Hexavalent Chromium..... 252.223-7008
- 25. Buy American Act – Balance of Payments Program Certificate252.225-7000
- 26. Buy American Act and Balance of Payments Program252.225-7001
- 27. Qualifying Country Sources as Subcontractors252.225-7002



- 28. Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies 252.225-7007
- 29. Restriction on Acquisition of Specialty Metals..... 252.225-7008
- 30. Restriction on Acquisition of Certain Articles Containing Specialty Metals (excludes and reserves para (d) and (e)(1))..... 252.225-7009
- 31. Commercial Derivative Military Article – Specialty Metals Compliance Certificate 252.225-7010
- 32. Preference for Certain Domestic Commodities 252.225-7012
- 33. Duty Free Entry 252.225-7013
- 34. Restriction on Acquisition of Hand or Measuring Tools 252.225-7015
- 35. Restriction on Acquisition of Ball and Roller Bearings 252.225-7016
- 36. Restriction on Acquisition of Foreign Anchor and Mooring Chain 252.225-7019
- 37. Trade Agreements – Certificate 252.225-7020
- 38. Trade Agreements 252.225-7021
- 39. Restriction on the Acquisition of Forgings 252.225-7025
- 40. Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”) 252.225-7027
- 41. Exclusionary Policies and Procedures of Foreign Governments 252.225-7028
- 42. Restriction on Acquisition of Carbon Alloy and Armor Steel Plate 252.225-7030
- 43. Secondary Arab Boycott of Israel 252.225-7031
- 44. Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate 252.225-7035
- 45. Buy American Act – Free Trade Agreements – Balance of Payments Program 252.225-7036
- 46. Defense Contractors Performing Private Security Functions Outside the United States..... 252.225-7039
- 47. Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States 252.225-7040
- 48. Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States 252.225-7043
- 49. Balance of Payments Program – Construction Material 252.225-7044
- 50. Balance of Payments Program – Construction Material Under Trade Agreements..... 252-225-7045
- 51. Exports By Approved Community Members in Response to this Solicitation..... 252.225-7046
- 52. Export by Approved Community Members in Performance of the Contract..... 252.225-7047
- 53. Export Controlled Items..... 252.225-7048
- 54. Rights in Technical Data - Noncommercial Items..... 252.227-7013
- 55. Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation 252.227-7014
- 56. Technical Data - Commercial Items 252.227-7015
- 57. Rights in Bid or Proposal Information 252.227-7016
- 58. Identification and Assertion of Use, Release, or Disclosure Restrictions 252.227-7017
- 59. Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program 252.227-7018
- 60. Validation of Asserted Restrictions - Computer Software 252.227-7019
- 61. Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends 252.227-7025
- 62. Deferred Delivery of Technical Data or Computer Software 252.227-7026
- 63. Deferred Ordering of Technical Data or Computer Software 252.227-7027
- 64. Technical Data or Computer Software Previously Delivered to the Government 252.227-7028
- 65. Technical Data--Withholding of Payment 252.227-7030
- 66. Rights in Shop Drawings 252.227-7033
- 67. Validation of Restrictive Markings on Technical Data 252.227-7037
- 68. Patent Rights-Ownership by the Contractor..... 252.227-7038
- 69. Patents – Reporting of Subject Inventions 252.227-7039
- 70. Ground and Flight Risk 252.228-7001
- 71. Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles 252.228-7005
- 72. Reporting of Foreign Taxes – U.S. Assistance Programs 252.229-7011
- 73. Taxes – Foreign Contracts in Afghanistan..... 252.229-7014
- 74. Supplemental Cost Principles (First Tier Subcontractors Only) 252.231-7000
- 75. Frequency Authorization 252.235-7003
- 76. Protection of Human Rights..... 252.235-7004



- 77. Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (for Construction Subcontracts)252.236-7013
- 78. Training for Contract Personnel Interacting with Detainees252.237-7019
- 79. Continuation of Essential Contractor Services252.237-7023
- 80. Notice of Continuation of Essential Contractor Services252.237-7024
- 81. Protection Against Compromising Emanations252.239-7000
- 82. Information Assurance Contractor Training and Certification252.239-7001
- 83. Cloud Computing Services.....252.239-7010
- 84. Telecommunications Security Equipment, Devices, Techniques, and Services252.239-7016
- 85. Notice of Supply Chain Risk.....252.239-7017
- 86. Supply Chain Risk252.239-7018
- 87. Pricing of Contract Modifications252.243-7001
- 88. Subcontracts for Commercial Items and Commercial Components (DoD Contracts)252.244-7000
- 89. Tagging, Labeling, and Marking Government Furnished Property.....252.245-7001
- 90. Reporting Loss of Government Property.....252.245-7002
- 91. Contractor Property Management System.....252.245-7003
- 92. Reporting, Re-utilization and Disposal.....252.245-7004
- 93. Material Inspection and Receiving Report252.246-7000
- 94. Notification of Potential Safety Issues252.246-7003
- 95. Safety of Facilities, Infrastructure, and Equipment for Military Operations252-246-7004
- 96. Contractor Counterfeit Electronic Part Detection and Avoidance System.....252.246-7007
- 97. Sources of Electronic Parts.....252.246-7008
- 98. Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer252.247-7003
- 99. Notification of Transportation of Supplies by Sea252.247-7024

B. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD ALSO INCLUDE THE FOLLOWING:

- 1. Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies252.203-7001
- 2. Removed and Reserved252.209-7001
- 3. Subcontracting with Firms that are Owned or Controlled by the government of a Terrorist Country.....252.209-7004
- 4. Requests for Equitable Adjustment252.243-7002
- 5. Contractor Purchasing System Administration.....252.244-7001
- 6. Representation of Extent of Transportation by Sea252.247-7022
- 7. Transportation of Supplies by Sea252.247-7023
- 8. Notification of Transportation of Supplies by Sea.....252.247-7024

C. ORDERS OVER \$ 500,000 ALSO INCLUDE THE FOLLOWING:

- 1. Small Business Subcontracting Plan (DoD Contracts) - over \$700K252.219-7003
- 2. Report of Intended Performance Outside the United States – Submission with Offer (\$700,000)252-225-7003
- 3. Report of Intended Performance Outside the United States & Canada – Submission After Award (\$700,000)252.225-7004
- 4. Removed and Reserved252.225-7006
- 5. Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns252.226-7001
- 6. Notification of Anticipated Contract Termination or Reduction252.249-7002

D. ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:

- 1. Agency Office of the Inspector General (\$5M).....252.203-7003
- 2. Display of Fraud Hotline Posters (Over \$5.5M).....252.203-7004
- 3. Acquisition Streamlining252.211-7000
- 4. Restriction on the Use of Mandatory Arbitration Agreements.....252.222-7006
- 5. Report of Intended Performance Outside the United States & Canada – Submission with Offer



(over \$13.5 million)252.225-7003

6. Waiver of United Kingdom Levies – Evaluation of Offers252.225-7032

7. Waiver of United Kingdom Levies252.225-7033

E. ORDERS FOR MAJOR DEFENSE ACQUISITION PROGRAMS INCLUDE THE FOLLOWING:

1. Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program252.209-7008

2. Organizational Conflict of Interest – Major Defense Acquisition Program252.209-7009

3. Earned Value Management System (Orders over \$50M).....252.234-7002

4. Notice of Cost and Software Data reporting System (Orders over \$50M)252.234.7003

5. Cost and Software Date Reporting System (Orders over \$50M)252.234-7004

CERTIFICATIONS the Offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for Award.

1. Representation Regarding Combating Trafficking in Persons.....252.222-7007

2. Representation of Use of Cloud Computing252.239-7009

The following clauses are incorporated in full text and will be flowed to suppliers at all tiers:

252.239-7018 Supply Chain Risk.

As prescribed in 239.7306(b), use the following clause: SUPPLY CHAIN RISK (OCT 2015)

(a) Definitions. As used in this clause—

“Information technology” (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—

- (i) Its use; or
- (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term “information technology” does not include any equipment acquired by a contractor incidental to a contract.

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system.

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by section 806 of Public Law. 111-383. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractor’s supply chain.

(d) If the Government exercises the authority provided in section 806 of Pub. L. 111-383 to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.

(End of clause)



252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (Oct 2016)

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

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

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

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

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

“Covered contractor information system” means an unclassified information system

that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

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

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

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

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

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

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

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

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

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

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

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—



Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii) (A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be non-applicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are



designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.



(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)



L3 INTEGRATED SYSTEMS TC002-SUPPLEMENT 3
U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION
(FAR) AND DEFENSE FEDERAL ACQUISITION SUPPLEMENT (DFARS) FOR COMMERCIAL ITEM ACQUISITION REVISION AND
DATE AS IN TC002 SUPPLEMENT 1

- 1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation, for the acquisition of commercial items (FAR 2.101).
2. The following clauses set forth in the FAR and DFAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text.

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. "Anti-Kickback Procedures" (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$250,000 or the dollar threshold in effect as of the date of the prime contract)52.203-7
2. "Limitation on Payments to Influence Certain Federal Transactions" (Applicable to Purchase Orders exceeding \$150,000)52.203-12
3. "Contractor Code of Business Ethics and Conduct" (Applicable to Purchase Orders (i) that have a value more than \$5,500,000; and (ii) that have a performance period of more than 120 days.52.203-13
4. "Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights" (Applicable to Purchase Orders over the simplified acquisition threshold under prime contracts awarded by civilian agencies other than NASA and the Coast Guard).....52.203-17
5. "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more and when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause)52.204-10
6. "Basic Safeguarding of Contractor Information Systems" (Applicable to all Purchase Orders, including subcontracts for the acquisition of commercial items other than COTS)52.204-21
7. "Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment" (Applicable to Purchase Orders of \$35,000 or more) (For non-COTS items).....52.209-6
8. Defense Priorities and Allocation Requirements52.211-15
9. Offer Representations and Certifications, Commercial Items (Provides a single, consolidated list of representations and certifications for the acquisition of commercial items and is attached to the solicitation for offerors to complete)52.212-3
10. Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial – Items (Provides by reference only those clauses required to implement provisions of law or Executive orders applicable to the acquisition of commercial items).....52.212-5
11. "Utilization of Small Business Concerns" (Applicable to Purchase Orders over the simplified acquisition threshold a personal services contract is contemplated (see 37.104); or (2) The contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas)52.219-8
12. "Non-displacement of Qualified Workers" (Applicable to Purchase Orders over the simplified acquisition threshold when services are to be performed by Seller (1) under service contracts, as defined at 22.001, (2) that succeed purchase orders for performance of the same or similar work at the same location and (3) that are not exempted by 22.1203-2 or waived in accordance with 22.1203-3. Seller to furnish information needed by Buyer to comply with paragraphs d and e of this clause)52.222-17



13. "Prohibition of Segregated Facilities" (Applicable to Purchase Orders exceeding \$10,000)52.222-21

14. "Equal Opportunity" (Applicable to Purchase Orders exceeding \$10,000)52.222-26

15. "Equal Opportunity for Veterans" (Applicable to Purchase Orders exceeding \$150,000).....52.222-35

16. "Affirmative Action for Workers with Disabilities" (Applicable to Purchase Orders exceeding \$15,000)52.222-36

17. "Employments Reports on Veterans", (applicable in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans)52.222-37

18. "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 and are issued under prime contracts resulting from Solicitations issued after December 12, 2010)52.222-40

19. "Service Contract Labor Standards" (Applicable to Purchase Orders that are subject to the Service Contract Act of 1965, as amended)52.222-41

20. "Combating Trafficking in Persons" (Alternate I is applicable to Purchase Orders if it is included in the prime contract.) (Applicable to (1) all Purchase Orders, including all contracts with agents. The requirements of para (h) (Compliance Plan) of this clause apply only to that portion of the subcontract that - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause – See Reps & Certs)52.222-50 & Alt I

21. "Employment Eligibility Verification" (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States)52.222-54

22. "Minimum Wages Under Executive Order 13658" (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States)52.222-55

23. "Contractors Performing Private Security Functions Outside the United States" (Applicable to Purchase Orders issued under (i) DoD contracts that that will be performed in areas of contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State or (ii) non-DoD contracts that will be performed in areas of Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area).....52.225-26

24. "Unenforceability of Unauthorized Obligations" (Applicable to all Purchase Orders when any supply or service acquired that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation)52.232-39

25. "Providing Accelerated Payments to Small Business Subcontractors" (Applicable to Purchase Orders awarded after December 26, 2013 to small business when Buyer receives Accelerated Payments under its prime contract)52.232-40

26. "Subcontracts for Commercial Items" (Applicable to all Purchase Orders invoking the requirements of 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009, 52.219-8, Utilization of Small Business Concerns. 52.222-26, Equal Opportunity; 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans; 52.222-36, Affirmative Action for Workers with Disabilities; 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004), 52.222-50, Combating Trafficking in Persons (Feb 2009) and, 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels)52.244-6

27. "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders ONLY at \$100,000 when the subcontractor will be required to deliver prime contract end items by ocean transportation) ALT 152.247-64

B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. "Requirement to Inform Employees of Whistleblower Rights" (Applicable to Subcontractors at all tiers to inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712).....252.203-7002

2. "Compliance with Safeguarding Covered Defense Information Controls (Applicable in all Purchase Orders using FAR Part 12 Procedures for the acquisition of commercial items).....252.204-7008

3. "Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information " (Applicable to Purchase Orders in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties).....252.204-7009



4. "Safeguarding Covered Defense Information and Cyber Incident Reporting" (for Operationally Critical Support or where performance involves a covered contractor information system) (applicable to contracts awarded after 30 Dec 2015) and CDI will be flowed down to or processed by Seller252.204-7012

5. "Disclosure Of Information To Litigation Support Contractors"(Applicable to those subcontractors that wish to have further protection of proprietary information.)252.204-7015

6. "Item Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records)252.211-7003

7. "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials)252.223-7008

8. "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract) 252.225-7008

9. "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) which is deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government under prime contracts awarded, or modified to include the clause, after July 28, 2009).....252.225-7009

10. "Commercial Derivative Military Article – Specialty Metals Compliance Certificate" (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009)252.225-7010

11. "Export-Controlled Items" (Applicable to Purchase Orders Requires subcontractors at all tiers to comply with all applicable laws and regulations regarding export controlled items, including, but not limited to the requirement for contractors to register with the Department of State in accordance with the ITAR. "Export-controlled items" as used in this clause means items subject to the Export Administration Regulations (EAR) or to the International Traffic in Arms Regulations (ITAR)).....252.225-7048

12. "Rights in Technical Data Noncommercial Items" (Applicable whenever any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under this Purchase Order) 252.227-7013

13. "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government) 252.227-7015

14. "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data)252.227-7037

15. "Taxes – Foreign Contracts in Afghanistan" (Applicable ALL Tiers, including those subcontracts for commercial items with performance in Afghanistan, unless the clause at 252.229–7015 is used. exempts the Department of Defense (DoD), and its contractors and subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed on activities associated with this contract within Afghanistan. The Agreement also exempts the acquisition, importation, exportation, re-exportation, transportation, and use of supplies and services in Afghanistan, by or on behalf of DoD, from any taxes, customs, duties, fees, or similar charges in Afghanistan. The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents. Does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor).....252.229-7014

16. "Cloud Computing Services"(Applicable ONLY in subcontracts that involve or may involve cloud services, including subcontracts for commercial items).....252.239-7010

17. "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology under DoD contracts awarded after November 18, 2013)252.239-7018

18. "Subcontracts for Commercial Items" (Applicable ONLY in subcontract acquisitions for commercial items. In addition to the clauses listed in FAR 52.244-6, requires the flow-down of 10 applicable DFAR clauses including but not limited to 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (\$100,000), 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (for construction contracts) 252.247-7023 Transportation of Supplies by Sea and 252.247-7024 Notification of Transportation of Supplies by Sea.)252.244-7000

19. "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)252.246-7003

20. "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS).....252.246–7007



21. "Transportation of Supplies by Sea" (Applicable ONLY to first tier subcontractors for construction, non-commercial items and commercial items that are drop shipped directly to the Government or that are in direct support of specific military operations. Requires transportation by US flag vessels. Any request for use of other than U.S.-flag vessels must be submitted in writing to the Government at least 45 days prior to the sailing date necessary to meet delivery schedules. ALT I applicable to commercial items shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations. ALT II applicable to commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.252.247-7023

22. "Notification of Transportation of Supplies by Sea" (Applicable ONLY to first tier subcontractors for construction, non-commercial items and commercial items that are drop shipped directly to the Government or that are in direct support of specific military operations. The subcontractor is required to notify the prime, when there are unanticipated (post award) transportation requirements by sea)252.247-7024

End of Section