

SEDNA-001 FAR and DFARS Clauses

Revision A, Dated December 29, 2022

Prime Contract: N00024-23-C-6132 TSMS

A. Required U.S. Government Clauses –Federal Acquisition Regulation (FAR) and Department of Defense Acquisition Regulation Supplement (DFARS) Clauses

FAR Supplement (DFARS) clauses are incorporated herein by reference. The date of the FAR/DFARS clause in effect as of the date of the Prime Contract execution shall apply unless otherwise specified. In all FAR/DFARS clauses below, the term “Contractor” shall mean “Seller”, the term “Order” shall mean this Order and the terms “Government”, “Contracting Officer” and equivalent phrases as used in the FAR/DFARS clauses below mean

Buyer and Buyer’s Authorized Procurement Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller’s obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract. The extent and scope of applicability to this Order shall be in accordance with the terms, requirements, guidelines, and limitations stated in each clause.

DFARS 227.7202 Commercial Computer Software and Commercial Computer Software Documentation, shall govern the acquisition of Commercial Computer Software.

Exceptions to the clauses below are noted as follows:

Note 1 - This clause applies only if the Seller is supplying an item that is an end product under the Buyer’s prime Contract.

Note 2 - “Contracting Officer” mean only “U.S. Government Contracting Officer”. Note 3 - “Government” as used in the clause means only “U. S. Government”.

SELLER SHALL INCLUDE IN EACH LOWER-TIER SUBCONTRACT THE APPROPRIATE FLOW DOWN CLAUSES AS REQUIRED BY THE FAR AND DFARS. THE MOST CURRENT VERSIONS OF THE FOLLOWING CLAUSES APPLY UNLESS OTHERWISE STATED.

FAR/DFARS Clauses - Applicable to Solicitation Only

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable if this Solicitation Exceeds \$150,000)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

52.215-22 Limitations on Pass-Through Charges – Identification of

Subcontract Effort 52.222-22 Previous Contracts and Compliance Reports

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable if at least \$500,000 of the value of the Subcontract will be performed outside the United States; and the acquisition is not entirely for commercially available off-the-shelf items)

52.225-2 Buy American (If the Seller is supplying other than domestic end products, the required listing shall be included in the proposal submission.)

52.225-6 Trade Agreements Certificate (If the Seller is supplying other than U.S.-made or designated

country end products, the required listing shall be included in the proposal submission.)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls

252.225-7000 Buy American – Balance of Payments Program Certificate (If the Seller is supplying an end product other than domestic end products or qualifying country end products, the required listing shall be included in the proposal submission. Applies in lieu of FAR 52.225-2)

252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer 252.225-7017 Photovoltaic Devices

252.225-7020 Trade Agreements Certificate (If the Seller is supplying an end product other than U.S.-made, qualifying country, or designated country end products, the required listing shall be included in the proposal submission. (Applies in lieu of FAR 52.225-6.)

252.225-7046 Exports by Approved Community Members in Response to the Solicitation 252.239-7009 Representation of Use of Cloud Computing

252.225-7055 Representation Regarding Business Operations with the Maduro Regime 252.239-7017 Notice of Supply Chain Risk

252.247-7022 Representation of Extent of Transportation by Sea

FAR Clauses Applicable to this Order Irrespective of the Amount of the Order (Exceptions as noted).

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the

Government 52.203-7 Anti-Kickback Procedures

52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or

Improper Activity 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-13 Contractor Code of Business Ethics and Conduct (Not applicable if the performance period is less than 120 days). All disclosures of violation of the civil False Claims Act or of the Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)

52.203-14 Display of Hotline Poster(s) (except when the Contract is (1) for the acquisition of a commercial product or commercial service; or (2) performed entirely outside the United State.) Include in all lower tier subcontracts that exceeds \$5,500,000

52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 52.203-16 Preventing Personal Conflicts of Interest

52.203-17 Contractor Employee Whistleblower Rights (if the contract exceeds \$150,000) 52.203-19 Prohibition on Requiring Certain Internal Confidentiality

Agreements or Statements 52.204-2 Security Requirements (Applies if the work requires access to classified information) 52.204-9 Personal Identity Verification of Contractor Personnel

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

52.208-8 Required Sources for Helium and Helium Usage Data

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.211-5 Material Requirements

52.211-15 Defense Priority and Allocation
Requirements 52.219-8 Utilization of Small
Business Concerns
52.222-1 Notice to the Government of
Labor Disputes 52.222-3 Convict Labor
52.222-19 Child Labor- Cooperation with Authorities and
Remedies 52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity
52.222-50 Combating Trafficking in Persons
52.222-54 Employment Eligibility Verification (Does not apply to commercial off the self-items)

52.223-3 Hazardous Material Identification and Material Safety Data (Alternate I applies only to Non-
DoD Contracts)
52.223-6 Drug Free Workplace
52.223-7 Notice of Radioactive Materials (In paragraph (a), insert "thirty (30)" in
the blank.) 52.223-11 Ozone-Depleting Substances
52.223-18 Encouraging Contractor Policies to Ban Text Messaging
While Driving 52.224-3 Privacy Training
52.225-1 Buy American
– Supplies 52.225-5
Trade Agreements
52.225-8 Duty-Free Entry (If included in the
Buyer's contract) 52.225-13 Restrictions on Certain
Foreign Purchases
52.225-19 Contractor Personnel in a Designated operational Area or Supporting a Diplomatic or
Consular mission Outside the United States
52.226-1 Utilization of Indian Organizations and Indian–Owed Economic
Enterprises. 52.227-1 Authorization and Consent
52.227-2 Notice and Assistance Regarding Patent and Copyright
Infringement 52.227-3 Patent Indemnity
52.227-9 Refund of Royalties
52.227-10 Filing of Patent Applications - Classified Subject Matter (Notes 2 & 3)
52.227-11 Patent Rights - Ownership by the Contractor (DOD Large Businesses only see DFARS
252.227-7038) (Notes 2 & 3)
52.227-14 Rights in Data - General (Non DoD only) (Notes
2 & 3) 52.227-19 Commercial Computer Software-License
(Non DoD only) 52.228-3 Workers' Compensation
Insurance (Defense Base Act) 52.228-4 Workers'
Compensation and War-Hazard Insurance Overseas 52.228-
5 Insurance-Work on a Government Installation
52.229-3 Federal, State, and
Local Taxes 52.232-17
Interest
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if SELLER
is a small business concern. This clause does not apply if Sedna does not receive accelerated
payments under the prime contract. Not all agencies provide accelerated payments.)
52.233-3 Protest After Award
52.233-4 Applicable Law for Breach of Contract Claim
52.234-1 Industrial Resources Developed under Defense Production Act Title III
52.237-2 Protection of Government Buildings, Equipment And Vegetation (Applies if Work is

performed on a Government installation.

52.237-7 Indemnification and Medical Liability

Insurance 52.242-5 Payments to Small

Business Subcontractors

52.242-15 Stop-Work Order (Paragraph (b)(2)-change 30 days to 20 days), with

Alternate I 52.242-17 Government Delay of Work

52.244-5 Competition in Subcontracting

52.244-6 Subcontracts for Commercial Products or Commercial Services

52.245-1 Government Property (Applies only if Government Property is

provided.) 52.245-9 Use and Charges (Applies only if Government

Property is provided.) 52.246-1 Contractor Inspection Requirements

52.246-2 Inspection of Supplies –

Fixed Price 52.246-4 Inspection of

Services – Fixed Price

52.246-7 Inspection of Research and Development – Fixed Price

52.246-16 Responsibility for Supplies

52.246-23 Limitation of Liability ("Acceptance of supplies delivered under this Subcontract" shall mean acceptance by the Government under the prime Contract of the supplies delivered hereunder or as incorporated in supplies delivered to BUYER.)

52.246-25 Limitation of Liability

– Services 52.246-26 Reporting

Nonconforming Items 52.247-34

F.O.B. Destination

52.247-63 Preference for U.S.-Flag Air Carriers (Applies only if U S Government financed international air transportation of personnel (and their personal effects or property will occur in the performance of this Subcontract.)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Applies only if ocean transport maybe involved.)

52.249-2 Termination For Convenience of the Government (Fixed Price) (Paragraph (d) is deleted and Paragraph

(e) is modified by changing "1 year" to "2 months" in

all places.) 52.249-8 Default (Fixed-Price Supply and

Service)

FAR Clauses Applicable if this Order Exceeds \$2,500

52.222-41 Service Contract Labor Standards

52.222-42 Statement of Equivalent Rates for Federal Hires

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts)

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services –Requirements

52.222-55 Minimum Wages Under Executive Order 13658 (Applicable if FAR 52.222-41 applies and the work will be performed, in whole or in part, in the United States)

FAR Clauses Applicable If This Order Exceeds \$10,000.

52.222-40 Notification of Employee Rights under the National Labor Relations Act

FAR Clauses Applicable If This Order Exceeds \$15,000.

52.222-20 Contracts for Materials, Suppliers, Articles and Equipment Exceeding \$15,000 52.222-36 Affirmative Action for Workers with Disabilities

FAR Clauses Applicable If This Order Exceeds \$30,000.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

FAR Clauses Applicable If This Order Exceeds \$35,000.

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

FAR Clauses Applicable If This Order Exceeds \$150,000 (Exceptions as noted).

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-12 Limitation on Payments to Influence Certain Federal Transactions 52.203-17 Contractor Employee Whistleblower Rights 52.215-2 Audit and Records – Negotiation (Note 2) 52.215-14 Integrity of Unit Prices

52.215-23 Limitations of Pass-through Charges (Non-DoD only) 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation 52.222-35 Equal Opportunity for Veterans 52.222-37 Employment Reports on Veterans 52.233-2 Service of Protest 52.233-3 Protest After Award 52.242-13 Bankruptcy

FAR Clauses Applicable If This Order Exceeds \$700,000.

52.219-9 Small Business Subcontracting Plan (If FAR 52.219-9 is applicable to this Contract, Seller's Subcontracting Plan shall be incorporated into this Contract, and Seller shall submit Small Business Subcontracting Reports (Individual Subcontracting Report (ISR)). (This Clause does not apply to Small Businesses) 52.219-16 Liquidated Damages -- Subcontracting Plan (Applies only if FAR 52.219-9 is applicable)

FAR Clauses Applicable If This Order Exceeds \$750,000.

52.215-12 Subcontractor Certified Cost or Pricing Data 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications 52.215-15 Pension Adjustments and Asset Reversions (Notes 2 & 3) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions 52.215-19 Notification of Ownership Changes 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer) 52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer) 52.215-23 Limitations of Pass-through Charges (DoD only)

52.227-9 Refund of Royalties (Applies when reported royalty exceeds \$250.) 52.230-2 Cost Accounting Standards (Large Businesses only) (Notes 2 & 3)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (Large Business only) (Notes 2 & 3) 52.230-4 Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Large Business only) (Notes 2 & 3)
52.230-5 Cost Accounting Standards- Educational institution
52.230-6 Administration of Cost Accounting Standards (Large Businesses only) (Notes 2 & 3)

FAR Clauses Applicable If This Order Exceeds \$1,000,000 (Exceptions as noted).

52.243-7 Notification of Changes (Insert "10 calendar days" in the spaces provided in paragraphs (b) and (d))

DFARS Clauses Applicable to this Order Irrespective of the Amount of the Order (Exceptions as noted).

252.203-7000 Requirements Relating to Compensation of Former DoD Officials
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contractor Related Felonies. 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7003 Agency Office of the Inspector General (Applies if FAR 52.203-13 applies) 252.203-7004 Display of Fraud Hotline Poster(S) (Replaces FAR 52.203-14)
252.204-7000 Disclosure of Information ((In paragraph (b), change "45" days to "60"days.)) 252.204-7003 Control of Government Personnel Work Product
252.204-7004 Antiterrorism Awareness Training for Contractors 252.204-7005 Oral Attestation of Security Responsibilities

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contactor Reported Cyber Incident Information

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Include this clause in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial products and commercial services, without alteration, except to identify the parties. The Seller shall rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the Buyer. The Seller shall provide the Buyer with the incident report number, automatically assigned by DoD, as soon as practicable.) In addition to the foregoing, in the event that Seller experiences a cyber incident it shall provide Buyer with a written status report, no less than monthly, detailing the remediation of the incident until such incident has been fully rectified.

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services— 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. In the event the Seller identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Seller shall report at <https://dibnet.dod.mil> and the Buyer the information contained in (d)(2) of this clause within three business days from the date of such identification or notification. The Seller shall also provide the information required in (d)(2)(ii) of the clause to the Government and the Buyer within thirty business

days of submitting the initial report required in (d)(2)(i).

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (applicable if over micro purchase threshold)

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (applicable if over micro purchase threshold) 252.205-7000 Provision of information to Cooperative Agreement Holders

252.211-7003 Item Identification and Valuation

252.211-7008 Use of Government-Assigned

Serial Numbers 252.215-7000 Pricing

Adjustments

252.215-7002 Cost Estimating Systems Requirements (If contract awarded on basis of cost and pricing data) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

252.219-7004 Small Business Subcontracting Plan

(Test Program) 252.222-7000 Restrictions on

Employment of Personnel

252.222-7006 Restrictions on the Use of Mandatory Arbitration

Agreements 252.222-7007 Representation Regarding Combating

Trafficking in Persons

252.222-7999 Combatting Race and Sex Stereotyping (DEVIATION 2021-O0001) (for orders exceeding \$10,000)

252.223-7001 Hazard Warning Labels

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Add Alternate as appropriate)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and

Explosives 252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American and Balance of Payments Program (Applies in lieu of FAR

52.225-1) 252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7004 Report of Intended Performance outside the United States and Canada – Submission after Award 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies

252.225-7008 Restriction on Acquisition of Specialty Metals

252.225-7012 Preference for Certain Domestic

Commodities 252.225-7013 Duty-Free Entry

252.225-7015 Restriction on Acquisition of Hand or

Measuring Tools 252.225-7016 Restriction on Acquisition of

Ball and Roller Bearings 252.225-7019 Restriction on

Acquisition of Anchor and Mooring Chain 252.225-7021

Trade Agreements (Applies in lieu of FAR 52.225-5)

252.225-7025 Restriction on Acquisition of Forgings

252.225-7027 Restriction on Contingent Fees for Foreign

Military Sales 252.225-7028 Exclusionary Policies and Practices

of Foreign Governments 252.225-7038 Restriction on

Acquisition of Air Circuit Breakers

252.225-7040 Contractor Personnel Authorized to Accompany U. S. Armed Forces Deployed Outside the United States.

252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside The United States (Applies where Seller will be performing or traveling outside the U.S. under this Subcontract.)

252.225-7047 Exports by Approved Community Members in Performance of

the Contract 252.225-7048 Export-Controlled Items

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum,

and Tungsten 252.225-7056 Prohibition Regarding Business Operations with

the Maduro Regime 252.227-7013 Rights in Technical Data- Noncommercial Items (Note 3)
 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Note 3)
 252.227-7015 Technical Data - Commercial Items (Notes 2 & 3) 252.227-7016 Rights in Bid or Proposal Information (Note 3)
 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Notes 2 & 3) 252.227-7019 Validation of Asserted Restrictions - Computer Software (Notes 2 & 3)
 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
 252.227-7026 Deferred Delivery of Technical Data or Computer Software 252.227-7027 Deferred Ordering of Technical Data or Computer Software
 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government 252.227-7030 Technical Data-Withholding of Payment
 252.227-7037 Validation of Restrictive Markings on Technical Data (Notes 2 & 3)
 252.227-7038 Patent Rights – Ownership by the Contractor (Large business) (Replaces FAR 52.227-11 for DOD contracts only)
 252.227-7039 Patents-Reporting of Subject Inventions (Applicable to contracts containing FAR 52.772-11 only) 252.228-7001 Ground and Flight Risk
 252.228-7005 Accident Reporting and Investigation involving Aircraft, Missiles, and Space Launch Vehicles 252.231-7000 Supplemental Cost Principles
 252.235-7003 Frequency Authorization 252.239-7010 Cloud Computing Services
 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services 252.239-7018 Supply Chain Risk
 252.243-7001 Pricing of Contract Modifications 252.244-7000 Subcontracts for Commercial Items
 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Applies only if Government Property is provided.)
 252.245-7002 Reporting Loss of Government Property (Applies only if Government Property is provided.) 252.245-7003 Contractor Property Management System Administration

 252.245-7004 Reporting, Reutilization, and Disposal (Applies only if Government Property is provided.) 252.246-7001 Warranty of Data - Alternate II
 252.246-7003 Notification of Potential Safety Issues
 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System 252.246-7008 Sources of Electronic Parts
 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer 252.247-7027 Riding Gang Member Requirements
 252.247-7023 Transportation of Supplies by Sea
 252.247-7024 Notification of Transportation of Supplies by Sea

DFARS Clauses Applicable if this Order Exceeds \$25,000

252.225-7036 Buy American - Free Trade Agreement - Balance of Payments Program

DFARS Clauses Applicable if this Order Exceeds \$250,000

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

DFARS Clauses Applicable if this Order Exceeds \$500,000.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns – DOD Contracts

DFARS Clauses Applicable if this Order Exceeds \$1,000,000.

252.225-7033 Waiver of United Kingdom Levies (UK Contracts only)

DFARS Clauses Applicable if this Order Exceeds \$1,500,000

252.211-7000 Acquisition Streamlining

DFARS Clauses Applicable if this Order Exceeds \$5,000,000

252.225-7057 Preaward Disclosure of Employment of Individuals who Work in the People's Republic of China 252.225-7058 Postaward Disclosure of Employment of Individuals who Work in the People's Republic of China

B) Additional clauses identified and applicable to the Prime Contract

The term "Contractor" shall mean "Subcontractor", the term "Contract" shall mean this Purchase Order and the terms "Government", "Contracting Officer" and equivalent phrases as used below mean Prime Contractor and Prime Contractor's Contracts Representative, respectively.

EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by

mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen.

No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected

to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance

with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-ALDPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

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

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

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

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

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

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

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

(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 legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

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.

IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (OCT 2018)

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

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

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

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

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

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

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

EXPLOSIVE OR HAZARDOUS MATERIALS--PACKAGING & LABELING (NAVSEA) (OCT 2018)

(a) Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, placarded, etc.) for shipment in accordance with all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

Mode of Transportation/Applicable Regulation

1. Domestic Highway/A
2. Domestic Commercial Air/A, B
3. Export Surface/A, C, E
4. Export Commercial Air/A, B, E
5. Export Military Air/D, E

List of Regulations

- A. Code of Federal Regulations Title 49
- B. International Air Transport Association (IATA) Dangerous Goods Regulation
- C. International Maritime Organization (IMO) Dangerous Goods Regulation
- D. Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment
- E. Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE).

(c) Markings listed below are a minimum for acceptance of the material:

1. Proper Shipping Name
2. UN Number
3. Name and Address of Shipper and Consignee

(d) Additional Required Markings for EXPLOSIVE Material:

1. National Stock Number _____ or Local Stock Number _____
2. Material Item Nomenclature
3. Lot # / Quantity contained in this package
4. Net Explosive Weight / Gross Weight of Package

(e) A packing list must be placed on the outside of the package with the shipping papers enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

