

PRIME CONTRACT FLOW DOWN CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

This Purchase Order incorporates herein clauses by reference, with the same force and effect as if they were given in full text. If any such clause is inapplicable to this specific acquisition due to the clause's prescription, they are considered self-deleting. Upon Subcontractor request, the Prime Contractor will inform Subcontractor as to where the full text of the referenced clause may be found. The applicable version of these clauses is the version in effect on the date of the Subcontract award. To the extent that an earlier version of any such clause is included in the Prime Contract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract shall be controlling and said version shall be incorporated herein.

All provisions and clauses of the SeaPort NxG contract apply to this Task Order.
<https://saalex.com/contracts/seaport-nxg> .

Nothing in this Subcontract shall be construed as modifying or limiting the Government's right to authorize the subcontractor's use of any designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information the Government owns or has the right use.

It is a material part of these Terms and Conditions that govern any purchase order/subcontract issued by Saalex pursuant to a Government contract, that the vendor/subcontractor shall include the appropriate FAR and DFARS flow down clauses in each lower-tier purchase order or subcontract. Failure to do so will constitute a material breach of these Terms and Conditions.

52.204-18	Commercial and Government Entity Code Maintenance	Aug-20
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov-21
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov-21
52.204-27	Prohibition on a ByteDance Covered Application	Jun-23
52.210-1	Market Research	Nov-21
52.215-17	Waiver of Facilities Capital Cost of Money	Oct-97
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	Jun-20
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.223-5	Pollution Prevention & Right-To-Know Information	May-11
252.203-7004	Display of Hotline Posters	Jan-23
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced	Apr-20
252.204-7022	Expediting Contract Closeout	May-21
252.204-7024	Notice on the use of the Supplier Performance Risk System	Mar-23
252.211-7007	Reporting of Government-Furnished Property	Aug-12
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic	Sep-14
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Jan-23
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Jan-23
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015)	May-20
252.227-7037	Validation of Restrictive Markings on Technical Data	Jan-23
252.235-7003	Frequency Authorization--Alternate I	Mar-14
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Dec-91

CTXT.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

DTXT.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (NAVAIR) (AUG 2019)

The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

ETXT.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officers Representative (COR).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

HTXT.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

- (a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). No contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.
- (b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (DEC 1991)

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

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit—

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.