

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT  
N00024-11-C-6293**

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*FAR's*

52.202-1, Definitions, Jul 2004  
52.203-3, Gratuities, Apr 1984  
52.203-5, Covenant Against Contingent Fees, Apr 1984  
52.204-4, Printed Doubled Sided Recycled Paper, Aug 2000  
52.204-7, Central Contractor Reg, April 2008  
52.209-6, Protect Govt Interests when Debarred, Sep 2006  
52.215-8, Order of Precedence, Oct 1997  
52.215-21 Alt II, Rqmts, Cost/Pricing, Oct 1997  
52.215-22, Limit on Pass Thru Subcontract, Oct 2009  
52.215-23, Limit on Pass Thru, Oct 2009  
52.216-7, Allowable Cost and Pymt, Dec 2002  
52.216-8, Fixed Fee, Mar 1997  
52.217-2, Cancellation under Multiyear, Oct 1997  
52.219-8, Utilization of Sm. Bus Concerns, May 2004  
52.219-9 Alt II, Sm. Bus Plan (April 2008) Alt II, Oct 2001  
52.219-28, PostAward Sm. Bus, Jun 2007  
52.223-12, RefrigEqmt and AC, May 1995  
52.223-14, Toxic Chemical Release Reporting, Aug 2003  
52.228-7, Insurance Liability to Third Persons, Mar 1996  
52.230-2, Cost Accounting Stds, Oct 2008  
52.230-6, Adm of CAS, Mar 2008  
52.232-8, Discount for Prompt Pymt, Feb 2002  
52.232-9, Limit on Withhold of Pymt, Apr 1984  
52.232-11, Extras, April 1984  
52.232-17, Interest, Oct 2008  
52.232-23, Assignment of Claims, Jan 1986  
52.232-23, Alt I, Assignment of Claims (Jan 86) Alt I, Apr 1984  
52.232-25, Prompt Pymt, Oct 2008  
52.232-25 Alt I, Prompt Pymt, Feb 2002  
52.233-1, Disputes, Jul 2002  
52.233-1 Alt I, Disputes, Dec 1991  
52.233-3 Alt I, Protest after Award, Jun 1985  
52.237-3, Continuity of Services, Jan 1991  
52.242-1, Notice or Intent to Disallow Costs, Apr 1984  
52.242-4, Cert of Final Indirect Costs, Jan 1997  
52.242-3, Penalties for Unallowable Costs, May 2001  
52.243-1, Alt II, Changes (FFP), Apr 1984  
52.243-2 Alt II, Changes (Cost), April 1984  
52.245-1 Alt I Govt Property, Jun 2007  
52.245-9, Use and Charges, Jun 2007  
52.246-23, Limit of Liability, Feb 1997  
52.246-24, Limit of Liability High Value, Feb 1997  
52.246-25, Limit of Liability Services, Feb 1997  
52.247-1, Commercial Bill of Lading Notifications, Feb 2006

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT  
N00024-11-C-6293**

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52.248-1, Value Eng., Feb 2000  
52.249-1, Term. For Convenience (Short Form), May 2004  
52.249-6, Termination Cost, May 2004  
52.252-2, Clauses by Reference, Feb 1998  
52.253-1, Computer Generated Forms, Jan 1991

DFAR's

252.203-7002, Whistleblower Not 12 Two Cost

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT  
N00024-11-C-6293**

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(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT  
N00024-11-C-6293**

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(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Cons12(t(s).o1 D)419shpshp(o7tect)7.5(o)n54.3(n5(Ap)-4.4u)-3. or

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT**

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT**  
**N00024-11-C-6293**

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diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)