

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT
(N00024-15-C-6250)**

FAR's

52.203-13, Contractor Code of Business Ethics

52.204-13, System for Award Mgmt Maintenance

52.209-9, Updated of Publicly Available Info Regarding Responsibility Matters

52.210-

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT
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252.222-7006, Restrictions on the Use of Mandatory Arbitration Agrmts
252.225-7002, Qualifying Country, Apr 2003
252.232-7004, DOD Progress Pymt Rates
252.232-7010, Levies on Contract Pymts, Dec 2006
252.242-7005, Contractor Business System
252.242-7006, Acctg System Adm.
252.243-7001, Pricing of Contract Mods
252.244-7001, Contractor Purchase System Adm.
252.245-7003, Contractor Property Mgmt Syst Adm.
252.245-7004, Reporting
252.246-7001, Warranty of Data, Dec 1991
252.247-7028, Application for US Govt Shipping

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

APPLICABLE TO ITEMS (IF OPTIONS ARE EXERCISED) 0101AB, 0101AC, 0102AB, 0102AC, 0201AB, 0201AC, 0202AB, 0202AC, 0301AB, 0301AC, 0302AB, 0302AC, 0401AB, 0401AC, 0402AB AND 0402AC

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$500.00 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.
- (End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- “WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----
- The Contractor shall insert the name of the substance(s).