

**NATIONAL STEEL AND SHIPBUILDING COMPANY**

**SPECIAL TERMS AND CONDITIONS**

**ESD/ESB PROGRAM**

**CONTRACT N00024-16-G-2214**

## **PRIME CONTRACT CLAUSES - N00024-16-G-2214**

The following clauses are flowed down from Buyer's Prime Contract with the Government. The defined terms in the MILGEN terms (as listed on the face of Buyer's purchase order issued to Seller) apply to this document. Some of the terms may not be consistently capitalized within this Contract.

**Section A – Solicitation/Contract** – The rating is DO-A3.

### **Section B – Supplies or Services and Prices**

**PLACE OF PERFORMANCE** [*Modified by Buyer*] All Contract Work under this Contract is to be performed as follows: CNO scheduled availability Contract Work will be performed at Buyer's Facility at the assigned homeport in San Diego, CA unless otherwise stipulated in the Contract Work package. Seller may be required to provide non-scheduled repair support to Vessels in remote locations. Inter-availability planning and ship assessment functions may be performed at Buyer's Facility, at various Government activities, or onboard Vessels, in accordance with the Contract Work and specifications.

### **TRAVEL COSTS – ALTERNATE 1 (NAVSEA) (APR 2015)** [*Modified by Buyer*]

- (a) Except as otherwise provided herein, Seller shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable, and reasonable by the US Government, as advised by DCAA.
- (b) Reimbursable travel costs include only travel performed from Seller's facility to the worksite, in and around the worksite, and from the worksite to Seller's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provide in FAR 31.205-35; however, prior approval is required from the US Government via the Buyer prior to incurring relocation expenses and travel costs incidental to relocation.

### **Section C – Description and Specifications**

#### **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)** [*Modified by Buyer*]

- (a) Performance under this Contract may require that Seller have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Contract Work required by this Contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer so that Buyer can provide a copy to the Government's Contracting Officer as required under the terms of Buyer's Prime Contract with the Government. The Government may unilaterally modify the Prime Contract to list those third parties with which Buyer has agreements. Buyer will share with Seller the relevant information from the modification.
- (b) Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted, (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer and the Government's Contracting Officer, (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this Contract, in any manner inconsistent with the spirit and intent of this requirement, (4) not disclose the data or software to any other party, including, but not limited to, a joint venture, affiliate, successor, or assign of Seller, and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from Buyer or the Government through any means to which Seller has access in the performance of this Contract that contains proprietary or other restrictive markings.
- (d) Seller agrees that it will promptly notify Buyer of any attempt by Government or Buyer representatives not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the Government or Buyer representative or third parties seeking access to such information.
- (e) ***Seller shall include this requirement in subcontracts of any tier, which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.***
- (f) Compliance with this requirement is a material requirement of this Contract.

#### **ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)** [*Modified by Buyer*]

Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by Buyer or the Government's Representative, have, at all reasonable times, admission to the applicable plant, access to the Vessel(s) where and as required, and be permitted, within the Facility specified in the SOW or locations determined by the Government's ACO and on the Vessel(s) required, to perform and fulfill their respective obligations to the Government. Buyer and Seller shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the Government's Representative to be given admission to the

applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)** *[Modified by Buyer]* *[Upon Contract Award, this Clause may be further modified for Contract Work performed OCONUS]* No person not known to be a U.S. citizen shall be eligible for access to Vessels, work sites and adjacent areas when said Vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. Seller shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this Contract.

If Seller desires to employ non U.S. citizens in the performance of Contract Work under this Contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required, and Seller will submit a request for access to Buyer. (b) In the event Seller does not intend to employ non-U.S. citizens in the performance of the Contract Work under this Contract, but has non-U.S. citizen employees, such employees must be precluded from access to the Vessel and its work site and those shops where Contract Work on the Vessel's equipment is being performed.

(c) The same restriction above shall apply to other non-U.S. citizens who have access to the Facilities and Seller's facilities (e.g., for accomplishing facility improvements, from any foreign crewed vessels, etc.).

**ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)** *[Modified by Buyer]*

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property: (1) the Vessel; (2) the equipment on the Vessel; (3) movable stores; (4) cargo; and (5) other material on the Vessel.

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirements of this Contract, the following shall not be considered Government Property: (1) the Vessel; (2) the equipment on the Vessel; (3) moveable stores; and (4) other material on the Vessel.

**APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)** *[Modified by Buyer]*

Approval by Buyer or the Government as required under this Contract and applicable specifications shall not relieve Seller of its obligation to comply with the specifications and with all other requirements of the Contract, nor shall it impose upon Buyer or the Government any liability it would not have had in the absence of such approval.

**ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)** *[Modified by Buyer]*

The following clause shall apply for spare parts procurements only. To the extent that National Stock Numbers ("NSNs") or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this Contract, Seller shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the Contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing Buyer, who in turn will provide Seller with such NSNs or preliminary NSNs which may be assigned and which are not already in possession of Seller.

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)** *[Modified by Buyer]*

(a) Seller agrees to test for viruses all computer software and/or computer databases, 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 database in whatever media and on whatever system the software is delivered. Seller warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) Seller agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this Contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this Contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise, the computer software or computer database does not meet the minimum functional requirements of this Contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least 25 calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this Contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by Seller to Buyer who will ultimately deliver to the Government the technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government only will be licensed to use that digital-form 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 Seller 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 legends 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.

**DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)**

[*Modified by Buyer*] Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated thereunder by the Secretary of Labor (29 CFR 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this Contract shall be construed as relieving the Seller from any obligations which is may have for compliance with the aforesaid regulations.

**DISPOSAL OF SCRAP (NAVSEA) (APR 2008)** [*Modified by Buyer*]

All Government scrap resulting from accomplishment of any Contract Work is the property of Buyer to be disposed of as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for recovery value of its basic material content. The determination as to which materials are considered scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Government Property Administrator for the cognizant SUPSHIP or RMC Office. As consideration for retaining the Government's scrap, Buyer's price and Seller's price for the performance of the Contract Work required herein shall be a net price reflecting the value of the Government scrap. This requirement is not intended to conflict in any way with the clause if this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1), nor does it relieve Seller of any other requirement under such clause.

**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.

**EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)** [*Modified by Buyer*]

Seller shall extend to Buyer so that Buyer can 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. Seller 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 Buyer's or the Government's rights under the "Inspection" clause, nor does it limit Buyer's or 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.

**GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)** [*Modified by Buyer*]

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this Contract unless (i) such property is identified in the special requirements provided by Buyer, or (ii) is approved in writing by Buyer or the Government's Contracting Officer. Notwithstanding any such identification in the special requirements provided by Buyer or approval by the Government's Contracting Officer, Seller agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

**INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)** [*Modified by Buyer*]

- (a) Specifications. Buyer will furnish the specifications applicable to the Contract Work.
- (b) Drawings and Data. Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the specification as mandatory for use or for performance.
- (c) Government Furnished Information ("GFI"). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2, as follows: (1) The Government Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2. (2) If any action taken by the Government's Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Buyer or Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this Contract.
- (e) Referenced Documentation. Buyer and the Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the specifications. Such referenced documentation may be obtained: (1) From the ASSIST database via the internet at <https://assist.dla.mil/>; (2) By submitting a request to the Department of Defense Single Stock Point ("DoDSSP"), Building 4, Section D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094, Telephone (215) 697-6396, Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

**INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)**  
[Modified by Buyer]

- (a) **Specifications.** To be provided to Seller except as described in the clause directly above.
- (b) **Drawings and Data.** Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the specification as mandatory for use or for guidance.
- (c) **Government Furnished Information (“GFI”).** GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Seller need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2: (1) The Government’s Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2. (2) If any action taken by the Government’s Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract amount and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled “CHANGES--COST- REIMBURSEMENT” (FAR 52.243-2) or “CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS” (FAR 52.243-3).
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled “GOVERNMENT PROPERTY” (FAR 52.245-1) or “GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES “(FAR 52.245-2), as applicable, or any other term or condition of this Contract.
- (e) **Referenced Documentation.** The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, referenced directly or indirectly in the specifications and which are applicable to this Contract as specifications. Such referenced documentation may be obtained: (1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or (2) By submitting a request to the Department of Defense Single Stock Point (“DoDSSP”) Building 4, Section D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094, Telephone (215) 697-6396, Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

**QUALIFICATION OF SELLER NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2015)** [Modified by Buyer]

- (a) Seller and any Nondestructive Testing (“NDT”) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to Buyer and the Government’s Contracting Officer for review upon request.
- (b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of the health and safety considerations, such matters will continue to be handled as directed by SEA 08.

**Section D – Packaging and Marking**

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (“NISPO”), DOD 5220.22-M dated 28 February 2006.

**IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following: (1) Parts shall be marked in accordance with generally accepted commercial practice. (2) 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.

**MARKING AND PACKING LIST(S) - (NAVSEA) (NOV 1996)** [Modified by Buyer]

- (a) **Marking.** Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD- 129P with change 3 dated 29 October 2004.
- (b) **Packing List(s).** Not applicable. [Modified by Buyer]
- (c) **Master Packing List.** A master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the Contract Work line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) **Part Identification.** All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

**MARKING OF REPORTS (NAVSEA) (SEP 1990)** [Modified by Buyer]

All reports delivered by Seller to Buyer for the Government under this Contract shall prominently show on the cover of the report: (1) name and business address of Seller; (2) Prime Contract number and Seller's PO number; (3) Contract dollar amount; (4) whether the Contract was competitively or non-competitively awarded; (5) List sponsor.

**Section E – Inspection and Acceptance**

**CLAUSES INCORPORATED BY REFERENCE**

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.246-2	Inspection of Supplies – Fixed Price (Aug 1996)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001)
52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984)

**CLAUSES INCORPORATED IN FULL TEXT**

52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

Seller shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
Quality Mgmt System;	Standard Item 009-04	July 2011	None

**ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)** *[Modified by Buyer]*

In case any Contract Work done or materials or supplies furnished by Seller under this Contract for any Vessel, or the equipment thereof, shall within 60 days of delivery of the Vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by Seller to the satisfaction of Buyer and the Government's Contracting Officer; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, Seller's obligation under this requirement to correct or repair such deficiency shall extend 60 days from the date of such correction or repair, whichever occurs first. Seller shall be entitled to allowable costs for corrections or repairs performed in accordance with this requirement but shall not be entitled to any additional fee for such Contract Work.

**CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)**

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

**QUALITY MANAGEMENT SYSTEM REQUIREMENTS. (NAVSEA) (SEP 2009)** *[Modified by Buyer]*

Seller shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this Contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to Buyer and the Government for review. Existing quality documents that meet the requirements of this Contract may continue to be used. Buyer and/or the Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. Seller shall require its subcontractors to have a quality management system achieving control of the quality of the Contract Work provided. Buyer and/or the Government together reserve the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

**SECTION F – DELIVERIES OR PERFORMANCE**

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15	Stop-Work Order (AUG 1989)
52.242-15 ALT I	Stop-Work Order (AUG 1989) – Alternate I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-48	F.O.B. Destination--Evidence Of Shipment (FEB 1999)

**SECTION G - CONTRACT ADMINISTRATION DATA- THERE ARE NO FLOW-DOWNS**

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**5252.202-9101 ADDITIONAL DEFINITIONS (CT) – ALTERNATE I (MAY 1993)**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) COMMANDER, NAVAL SEA SYSTEMS COMMAND - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.

- (c) NAVSEA 08 - means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.
- (d) SUPERVISOR - means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.
- (e) PROJECT MANAGER (SHAPM) (PMS) - means the (List appropriate PM) Program Manager, or his duly appointed successor or duly authorized representative, of the Naval Sea Systems Command of the Department of the Navy.
- (f) LEAD SHIPBUILDER, LEAD YARD OR LEAD SHIPYARD - mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).
- (g) FOLLOW SHIPBUILDER, FOLLOW YARD OR FOLLOW SHIPYARD - mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.
- (h) LEAD SHIP OR FIRST SHIP OF THE CLASS - mean the (List first ship.)
- (i) FOLLOW SHIP – means any ship of the (List class) Class other than the first ship.
- (j) DESIGN AGENT - means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor.
- (k) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (“NIIN”) and National Stock Number (“NSN”) respectively which shall be defined as follows: 1. NIIN. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (“NCB”) Code. The remaining positions consist of a seven digit non-significant number. 2. NSN. The NSN for an item of supply consists of the applicable four-position Federal Supply Class (“FSC”) plus the applicable nine-position NIIN assigned to the item of supply.
- (l) NAVY REORGANIZATION - Pursuant to the reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance Systems Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in the documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Naval Air Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.
- (m) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (“ASPR”) or the Defense Acquisition Regulation (“DAR”) shall be deemed to be references to the appropriate sections of the Federal Acquisition Regulation (“FAR”) and the Defense FAR Supplement (“DFARS”).
- (n) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed also to include the DFARS, unless clearly indicated otherwise.
- (o) CONSTRUCTION OF THE VESSEL - means conversion of the Vessel (except where it is used in paragraphs (f) and (g) of this requirement).

**5252.202-9101 ADDITIONAL DEFINITIONS (CT) - ALTERNATE I (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) COMMANDER, NAVAL SEA SYSTEMS COMMAND means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.
- (c) NAVSEA 08 means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.
- (d) SUPERVISOR means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.
- (e) PROJECT MANAGER (SHAPM)(PMS) means the (List appropriate PM) Program Manager, or his duly appointed successor or duly authorized representative, of the Naval Sea Systems Command of the Department of the Navy.
- (f) LEAD SHIPBUILDER, LEAD YARD OR LEAD SHIPYARD mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).
- (g) FOLLOW SHIPBUILDER, FOLLOW YARD OR FOLLOW SHIPYARD mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.
- (h) LEAD SHIP OR FIRST SHIP OF THE CLASS mean the (List first ship.)
- (i) FOLLOW SHIP means any ship of the (List class) Class other than the first ship.
- (j) DESIGN AGENT means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor.
- (k) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

1. National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

2. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position National Item Identification Number (NIIN) assigned to the item of supply.

(l) NAVY REORGANIZATION Pursuant to the reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance Systems Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in the documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Naval Air Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.

(m) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS).

(n) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed also to include the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(o) CONSTRUCTION OF THE VESSEL means conversion of the vessel (except where it is used in paragraphs (f) and (g) of this requirement).

**5252.223-9114.1 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996) [Modified by Buyer]**

(a) GENERAL. (1) Seller shall comply with all applicable federal, state and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste. (2) Nothing contained in this requirement shall relieve Seller from complying with applicable federal, state, and local laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this Contract. Nothing contained herein shall serve to alter either party's liability or responsibility under applicable federal, state and local laws, codes and ordinances. (3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES. 077-01-001 of this Contract identifies the types and amounts of hazardous wastes that are required to be removed by Seller pursuant to applicable law, or that are expected to be generated, during the performance of Contract Work under this Contract.

(c) GENERATOR IDENTIFICATION NUMBERS. (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the Vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law. (2) Documentation related to hazardous waste generated solely by the physical actions of Seller's personnel shall only bear a generator identification number issued to Seller pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where Seller performs Contract Work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to Seller. (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Seller's personnel shall bear a generator identification number issued to Seller pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law. (4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) Seller merely drains a system and such drainage creates hazardous waste or (b) Seller performs Contract Work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above. (5) In the event of a failure by the parties to agree with the Government to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this Contract entitled "DISPUTES" (FAR 52.233-1). However, Seller shall not stop any work but shall continue with performance of all Contract Work under this Contract as specified in the "DISPUTES" clause set forth in Buyer's Prime Contract with the Government. (6) Hazardous Waste Manifests. For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), Seller shall sign the generator certification whenever use of the Manifest is required for disposal. Seller shall obtain concurrence with the categorization of the wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to Buyer for completion after the hazardous waste has been identified. (7) For purposes of paragraphs (c)(2) and (3) herein, if Seller, while performing work at a Government facility, cannot obtain a separate generator identification number from the Country or U.S. State in which the availability will be performed, Seller shall notify Buyer within 3 business days of receipt of written notification by the Country or U.S. State. After obtaining Buyer approval, Seller shall use the Navy generator identification number and insert in the remarks block Seller generator identification number issued for the site approved to be listed by Buyer. For purposes of paragraph (c)(1) herein, if the Contract Work is being performed at the non-Government facility and the Government cannot obtain a separate generator identification number from the Country or U.S. State, the Government shall use Seller generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, Seller shall prepare the Manifest described in paragraph (c)(6) above and present it to Buyer for completion.

**5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998)** [Modified by Buyer]

(a) This requirement applies whenever the specifications, by reference to a military specification or otherwise, specify repair parts or stock components (hereinafter called “**repair parts**”) for a ship component or item of equipment.

(b) With respect to ship components or equipments manufactured other than in the United States or Canada, Seller agrees that, in addition to any other data required by this Contract, it will furnish under this Contract sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to Buyer and approved by the Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, “sufficient data” shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this Contract.

(c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to Buyer and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, Seller shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, “Government Purpose Rights” (as defined in paragraph (a)(12) of the clause of this contract entitled “RIGHTS IN TECHNICAL DATA-- NONCOMMERCIAL ITEMS” (DFARS 252.227 7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2015)** [Modified by Buyer]

(a) Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (“**GIDEP**”) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirement of the Contract.

(b) *Seller agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word “Seller” shall be changed to “Subcontractor”.*

(c) GIDEP materials, software and information are available without charge from: GIDEP, P.O. Box 8000, Corona, CA 92878-8000, Phone: (951) 898-3207, FAX: (951) 898-3250, Internet: <http://www.gidep.org>

**5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)** [Modified by Buyer]

(a) For the purposes of this special requirement, the term “change” includes not only a change that is made pursuant to a written order designated as a “change order” but also (1) an engineering change proposed by the Government or by Buyer or Seller, and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever Seller requests or proposes an equitable adjustment of \$100,000 or more per Vessel in respect to a change made pursuant to a written order designated as a “change order” or in respect to a proposed engineering change and whenever Seller requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request: (1) A description (i) of the work required by the Contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by Seller, are to be listed for later disposition; (2) Description of work necessary to undo work already completed which has been deleted by the change; (3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work; (4) Description of interference and inefficiencies in performing the change; (5) Description of each element of disruption and exactly how work has been, or will be disrupted: (i) The calendar period of time during which disruption occurred, or will occur; (ii) Area(s) aboard the Vessel where disruption occurred, or will occur; (iii) Trade(s) disrupted, with a breakdown of man-hours for each trade; (iv) Scheduling of trades before, during, and after period of disruption; (v) Description of measures taken to lessen the disruptive effect of the change; (6) Delay in delivery attributable solely to the change; (7) Other work attributable to the change; (8) Supplementing the foregoing, a narrative statement of the direct “causal” relationship between any alleged Government act or omission and the associated claimed consequences, cross referenced to the detailed information provided as required above; and (9) A statement setting forth a comparative enumeration of the amounts “budgeted” for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by Seller in preparing its initial and ultimate proposal(s) for this Contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such “budgeted cost” elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this Contract shall, in addition to the information required by paragraph (b) hereof, contain such information as Buyer and the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, Seller is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

**5252.233-9107      EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)** *[Modified by Buyer]*

(a) Whenever Seller, after receipt of a change made pursuant to the clause of this Contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle Seller, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, Seller agrees (except as the parties may otherwise agree) that, if required by Buyer and/or the Government's Contracting Officer, Seller will execute a release, in form and substance satisfactory to Buyer and/or the Government's Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge Buyer and the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

**5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)** *[Modified by Buyer]*

(a) Performance of the Contract Work hereunder may be subject to written technical instructions signed by Buyer. As used herein, technical instructions are defined to include the following: (1) Directions to Seller which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work. (2) Guidelines to Seller which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the Contract. Technical instructions may not be used to: (1) assign additional work under the Contract; (2) direct a change as defined in the "CHANGES" clause of this Contract; (3) increase or decrease the Contract Price or estimated Contract amount (including fee), as applicable, the level of effort, or the time required for performance; or (4) change any of the terms, conditions or specifications of the Contract.

(c) If, in the opinion of Seller, any technical instruction calls for effort outside the scope of the Contract or is inconsistent with this requirement, Seller shall notify Buyer's Procurement Representative in writing within ten (10) working days after the receipt of any such instruction. Seller shall not proceed with the Contract Work affected by the technical instruction unless and until Seller is notified by Buyer's Procurement Representative that the technical instruction is within the scope of this Contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse Seller from performing that portion of the statement of work which is not affected by the disputed technical instruction.

**5252.243-9105      NOTIFICATION OF CHANGES (CT) (JAN 1983)** *[Modified by Buyer]*

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Government's Contracting Officer or Buyer's Procurement Representative whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with Seller. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this Contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which Seller considers would constitute or would require a change to this Contract. The parties acknowledge that proper administration of this Contract requires that potential changes be identified and resolved as they arise. Buyer is under strict authorized work requirements in the Prime Contract. Therefore, except for changes identified as such in writing and signed by Buyer, Seller not authorized to proceed without an approved change order from Buyer's Procurement Representative. Furthermore, Seller shall notify Buyer's Procurement Representative of any conduct which Seller considers would constitute or would require a change to this Contract. Such notice shall be provided promptly and in any event within 30 calendar days from the date Seller identifies any such conduct. The notice shall be written and shall state, on the basis of the most accurate information available to Seller: (i) The date, nature, and circumstances of the conduct regarded as a change; (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct; (iii) The identification of any documents and the substance of any oral communication involved in such conduct; (iv) The particular elements of performance for which Seller might seek an equitable adjustment under this requirement, including: (1) What Vessel(s) have been or might be affected by the potential change; (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change; (3) To the extent practicable, Seller's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and (4) What and in what manner are the particular technical requirements or Contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, Seller shall take no action to implement a potential change until advised by Buyer in writing as provided in (d) below, unless the potential change was previously directed by Buyer in writing, in which case Seller shall conform therewith. Nothing in this paragraph (c) shall excuse Seller from proceeding with Contract Work other than implementation of the potential change or from proceeding in accordance with directions issued by Buyer.

(d) Buyer's Response. Buyer shall promptly, and in any event within 21 calendar days after receipt of Seller's notice, respond thereto in writing. In such response, Buyer shall either: (i) Confirm that the conduct of which Seller gave notice would constitute a change, and when necessary, direct the mode of further performance, or; (ii) Countermand any conduct regarded by Seller as a change, or; (iii) Deny that the conduct of which Seller gave notice would constitute a change and, when necessary, direct the mode of further performance, or; (iv) In the event Seller's notice information is inadequate to make a decision under (i), (ii), or (iii), above, advise Seller what additional information is required. Failure of Buyer's Procurement Representative to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by Buyer shall be made in accordance with the clause of this Contract entitled "CHANGES", or any other requirement of this Contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that Seller is to take no action to implement a potential change pending Buyer's Procurement Representative's response to Seller's notice of the potential change, except where specifically directed by Buyer's Procurement Representative. In special situations, however, where (1) The circumstances do not allow sufficient time to notify Buyer's Procurement

Representative of the facts prior to the need to proceed with the Contract Work; and (2) The Contract Work must proceed to avoid hazards to personnel or property or to avoid additional cost to Buyer or the Government, and then Seller may proceed with work in accordance with the potential change. In such special situations, Seller shall advise Buyer's Procurement Representative in writing within ten (10) days of the conduct giving rise to the potential change that Seller has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within 30 calendar days of the conduct giving rise to the potential change, Seller shall provide notice as required in (b) above. Buyer's Procurement Representative shall respond as set forth in (d) above. If Buyer's Procurement Representative determines that the conduct constitutes a change and countermands it, Seller shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including the performance resulting from the countermand.

(g) When Seller identifies any conduct which may result in delay to delivery of Vessel(s), Seller shall promptly so inform Buyer's Procurement Representative thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which Seller does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of the Contract, beginning with TBD quarter of 201\_, Seller shall deliver to Buyer an executed bilateral modification, in the format to be provided by Buyer, covering the 6 month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by Seller. If Seller cites specific exceptions to the release, Seller shall concurrently provide Buyer's Procurement Representative with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this Contract. Within 60 days of receipt of the release, Buyer's Procurement Representative shall sign and return a copy of the release to Seller. If Buyer's Procurement Representative fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to Buyer's Procurement Representative by Seller in the time required, Buyer's Procurement Representative may execute the release as set forth in Exhibit "A" and send it to Seller. If Seller fails to execute the release and return it to Buyer's Procurement Representative (with any specific exceptions) within 60 days of receipt thereof, the required release shall then be deemed effective as if signed by Seller.

Exhibit "A" to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release. 1. Except for the conduct listed in Attachment A by either party, neither Seller nor Buyer shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below. 2. In consideration of the foregoing the parties hereby agree to the following release:

(a) Buyer, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges Seller, its officers, agents and employees from any and all entitlement of Buyer to equitable adjustment of the Contract cost and fee and delivery schedule due to conduct under this Contract, which occurred on or before TBD.

(b) Seller, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges Buyer, the Government and their officers, agents and employees from (i) any and all entitlement of Seller to equitable adjustment of the Contract cost and fee and/or delivery schedule of this Contract or of any other contract with Buyer (with this or any other contractor) or any contract between Seller and any third party by reason of any conduct which increases Seller's cost or time of performance of work under this Contract and meets the following conditions (1) known to Seller, (2) occurred on or before TBD, and (3) Seller failed to give notice prior to date of this release, and (ii) any and all liabilities to Seller for money damages and/or other relief for the impact of any such conduct, upon this Contract or any other contract with Buyer (with this or any other Seller) or any contract between Seller and any third party.

#### **5252.243-9105 NOTIFICATION OF CHANGES (FT) - ALTERNATE I (JAN 1983)**

*\*(Buyer will complete after the Government completes the information in Buyer's contract at the time of contract award)*

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with Buyer or Seller. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this Contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Seller considers would constitute or would require a change to this Contract. The parties acknowledge that proper administration of this Contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer or Buyer, Seller shall notify Buyer's Procurement Representative of any conduct which Seller considers would constitute or would require a change to this Contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date Seller identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to Seller: (i) the date, nature, and circumstances of the conduct regarded as a change; (ii) the name, function, and activity of the individuals directly involved in or knowledgeable about such conduct; (iii) the identification of any documents and the substance of any oral communication involved in such conduct; (iv) the particular elements of contract performance for which Seller might seek an equitable adjustment under this requirement, including: (1) what ship(s) have been or might be affected by the potential change; (2) to the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change; (3) to the extent practicable, Seller's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and (4) what and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, Seller shall take no action to

implement a potential change until advised by Buyer's Procurement Representative in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer to Buyer, in which case Seller shall conform therewith. Nothing in this paragraph (c) shall excuse Seller from proceeding with Contract Work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer to Buyer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing to Buyer, who in turn, will respond promptly to Seller. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which Seller gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
- (ii) Countermand any conduct regarded by Seller as a change, or;
- (iii) Deny that the conduct of which Seller gave notice would constitute a change and, when necessary, direct the mode of further performance, or;
- (iv) In the event Seller's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise Seller what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that Seller is to take no action to implement a potential change pending the Contracting Officer's response to Seller's notice of the potential change, except where specifically directed by the Contracting Officer to Buyer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, Seller may proceed with work in accordance with the potential change. In such special situations, Seller shall advise Buyer's Procurement Representative so that he/she may also advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that Seller has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, Seller shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above to Buyer, who will pass through the notice to Seller. If the Contracting Officer determines that the conduct constitutes a change and countermands it, Seller shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When Seller identifies any conduct which may result in delay to delivery of the ship(s), Seller shall promptly so inform Buyer's Procurement Representative so that he/she may inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

#### **5252.243 9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990) [Modified by Buyer]**

(a) In addition to proposing engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract entitled "CHANGES", Buyer may propose other changes within the general scope of this Contract as set forth below. Within 45 days from the date of receipt of any such proposed change, or within such further time as Buyer may allow, Seller shall submit the proposed scope of Contract Work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the Vessel(s), and (D) status of Contract Work on the Vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as Buyer may require. Within 60 days from the date of receipt of Seller's estimate, Seller agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to Buyer's Procurement Representative, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the Contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. Seller's estimate referred to in this subparagraph shall be a firm offer for 60 days from and after the receipt thereof by Buyer's Procurement Representative having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of Buyer's Procurement Representative pursuant to the "CHANGES" clause, Seller shall proceed diligently with performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by Buyer's Procurement Representative is not incorporated into the Contract, the work done by Seller in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by Buyer under the "CHANGES" clause. Seller shall be entitled to an equitable adjustment in the Contract cost and fee for the effort required under subparagraph (a), but Seller shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the Contract cost and fee shall be a dispute within the meaning of the clause of this Contract entitled "DISPUTES" (FAR 52.233-1).

**5252.243 9113 OTHER CHANGE PROPOSALS (FT) (ALTERNATE I) (JAN 1990)** [Modified by Buyer]

(d) The Buyer's Procurement Representative may propose engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract, and may propose other changes within the general scope of this Contract as set forth below. The changes may also arise if proposed by the Government.

(e) Pending execution of a bilateral agreement or the direction of Buyer's Procurement Representative pursuant to the "CHANGES" clause, Seller shall proceed diligently with performance without regard to the effect of any such proposed change.

In the event that a change proposed by Buyer's Procurement Representative is not incorporated into the Contract, the work done by Seller in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by Buyer under the "CHANGES" clause. Seller shall be entitled to an equitable adjustment in the Contract cost and fee for the effort required under subparagraph (a), but Seller shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the Contract cost and fee shall be a dispute within the meaning of the clause of this Contract entitled "DISPUTES" (FAR 52.233-1).

**SECTION I – CLAUSES INCORPORATED BY REFERENCE**

In interpreting the requirements of these clauses, "Contracting Officer" should be considered to be Buyer's Procurement Representative and "Government" should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government's solicitation clauses to the terms used in Buyer's MILGEN terms; however, there may be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites: <https://www.acquisition.gov/far/> or <http://FARSITE.HILL.AF.MIL/Vfdfar1.htm>

**I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(s): <http://farsite.hill.af.mil/>

The following notes apply to the clauses incorporated by reference below.

**Note 1 – Substitute "Buyer" for "the Government" or "the United States".**

**Note 2 – Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO".**

**Note 3 – Insert "and Buyer" after "Government".**

**Note 4 – Insert "or Buyer" after "Government".**

**Note 5 – Communication/notification required under this clause from/to Seller and to/from the Contracting Officer shall be through Buyer.**

**Note 6 – Insert "and Buyer" after "Contracting Officer".**

**Note 7 – Insert "or Buyer Procurement Representative" after "Contracting Officer".**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE & NOTE
52.202-1	<b>DEFINITIONS</b> <i>No Note applies.</i>	NOV 2013
52.203-3	<b>GRATUITIES</b> <i>Note 3 applies in (c) and (d).</i>	APR 1984
52.203-5	<b>CONVENANT AGAINST CONTINGENT FEES</b> <i>Note 3 applies in (a).</i>	MAY 2014
52.203-6	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> <i>Applies if the Contract value exceeds \$150,000. No Note applies.</i>	SEPT 2006
52.203-7	<b>ANTI-KICKBACK PROCEDURES</b> <i>Clause applies if the Contract value exceeds \$150,000 and Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
52.203-8	<b>CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>Note 3 applies to (b) and (c).</i>	MAY 2014
52.203-10	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b>	MAY 2014

Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any illegal or improper activity done by Seller.

<b>52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b>	SEP 2007
<i>Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	
<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b>	OCT 2010
<i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	
<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b>	APR 2010
<i>Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause. Clause does not apply to small businesses.</i>	
<b>52.204-2 SECURITY REQUIREMENTS</b>	AUG 1996
<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER</b>	MAY 2011
<i>Note 3 applies to (b).</i>	
<b>52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL</b>	JAN 2011
<b>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS</b>	OCT 2015
<i>Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer and fulfill its reporting obligations under this clause. No Note applies.</i>	
<b>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</b>	JUL 2013
<b>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS</b>	DEC 2014
<b>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b>	AUG 2013
<i>Applies if this Contract exceeds \$30,000 and is not a subcontract for commercially available off the shelf items. Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.</i>	
<b>52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</b>	JUL 2013
<i>No Note applies.</i>	
<b>52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</b>	OCT 2015
<i>Note 3 applies</i>	
<b>52.210-1 MARKET RESEARCH</b>	APR 2011
<b>52.211-5 MATERIAL REQUIREMENTS</b>	AUG 2000
<i>Note 2 applies to (d) and (e).</i>	
<b>52.211-15 DEFENSE PRIORITIES AND ALLOCATION REQUIREMENTS</b>	APR 2008
<b>52.215-2 AUDIT AND RECORDS—NEGOTIATION</b>	OCT 2010
<i>Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	
<b>52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT</b>	OCT 1997
<b>52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</b>	AUG 2011
<b>52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</b>	OCT 2010
<b>52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS</b>	OCT 2010
<i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	
<b>52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</b>	JUL 2005
<i>Applies if this Contract meets the requirements of FAR 15.408(i). Note 5 applies.</i>	
<b>52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES</b>	OCT 1997
<i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	
<b>52.215-21 Alt II REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) - ALTERNATE II</b>	OCT 1997
<b>52.215-21 Alt III REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) - ALTERNATE III</b>	OCT 1997
<b>52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES</b>	OCT 2009

<b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS</b> <i>The plan should be provided to Buyer.</i>	OCT 2014
<b>52.219-9 Alt II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE II</b>	OCT 2001
<b>52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION</b>	JUL 2013
<b>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</b>	FEB 1997
<b>52.222-2 PAYMENT FOR OVERTIME PREMIUMS</b>	JUL 1990
<b>52.222-3 CONVICT LABOR</b> <i>No Note applies.</i>	JUN 2003
<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION</b> <i>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</i>	MAY 2014
<b>52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES</b> <i>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</i>	FEB 2016
<b>52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000</b>	MAY 2014
<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES</b> <i>No Note applies.</i>	APR 2015
<b>52.222-26 EQUAL OPPORTUNITY</b> <i>Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).</i>	APR 2015
<b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS</b> <i>Applies to Contract with value of \$100,000 or more.</i>	OCT 2015
<b>52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES</b>	JUL 2014
<b>52.222-37 EMPLOYMENT REPORTS ON VETERANS</b> <i>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	FEB 2016
<b>52.222-50 COMBATING TRAFFICKING IN PERSONS</b> <i>Note 5 applies except in (e) where Note 4 applies.</i>	MAR 2015
<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION</b> <i>Applies if this Contract exceeds \$3,000. No Note applies.</i>	OCT 2015
<b>52.223-6 DRUG-FREE WORKPLACE</b> <i>Note 5 applies except Note 4 applies in (d).</i>	MAY 2001
<b>52.223-11 OZONE-DEPLETING SUBSTANCES</b>	MAY 2001
<b>52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</b>	MAY 1995
<b>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b> <i>No Note applies.</i>	AUG 2011
<b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> <i>No Note applies.</i>	JUN 2008
<b>52.227-1 AUTHORIZATION AND CONSENT</b> <i>No Note applies. Government and Contracting Officer remain unchanged.</i>	DEC 2007
<b>52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b> <i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	DEC 2007
<b>52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER</b> <i>Applies if the Contract Work or any patent application may cover classified subject matter. Note 5 applies to (a), (b) and (c).</i>	DEC 2007
<b>52.227-14 RIGHTS IN DATA—GENERAL</b>	DEC 2007
<b>52.230-2 COST ACCOUNTING STANDARDS</b>	OCT 2015
<b>52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS</b>	JUN 2010
<b>52.232-20 LIMITATION OF COST</b>	APR 1984
<b>52.232-22 LIMITATION OF FUNDS</b> <i>Note 2 applies to (c), (d), (e), (f)(2), (h) and (i). Note 1 applies to (k).</i>	APR 1984
<b>52.232-23 ASSIGNMENT OF CLAIMS</b> <i>Note 2 applies for (c).</i>	MAY 2014

<b>52.232-23Alt I ASSIGNMENT OF CLAIMS (JAN 1986) – Alternate I</b>	<b>JAN 1986</b>	APR 1984
<i>No Note applies.</i>		
<b>52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b>		JUN 2013
<i>No Note applies.</i>		
<b>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b>		DEC 2013
<i>This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business) and its small business subcontractors.</i>		
<b>52.233-3 PROTEST AFTER AWARD</b>		AUG 1996
<i>Note 2 applies except in (e) where Note 3 applies.</i>		
<b>52.233-3 ALT I PROTEST AFTER AWARD (AUG 1996) ALTERNATE I</b>		JUN 1985
<i>No Note applies.</i>		
<b>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</b>		OCT 2004
<i>No Note applies.</i>		
<b>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS</b>		APR 1984
<b>52.242-3 PENALTIES FO UNALLOWABLE COSTS</b>		MAY 2014
<b>52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS</b>		JAN 1997
<b>52.242-13 BANKRUPTCY</b>		JUL 1995
<i>Note 2 applies.</i>		
<b>52.243-1 CHANGES—FIXED PRICE</b>		AUG 1987
<i>Note 2 applies.</i>		
<b>52.243-2 CHANGES—COST REIMBURSEMENT</b>		AUG 1987
<b>52.243-2 CHANGES—COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I</b>		APR 1984
<i>Note 2 applies.</i>		
<b>52.243-6 CHANGE ORDER ACCOUNTING</b>		APR 1984
<b>52.244-2 SUBCONTRACTS</b>		OCT 2010
<i>Note 5 applies. Buyer acts as the intermediary for the Government.</i>		
<b>52.244-5 COMPETITION IN SUBCONTRACTING</b>		DEC 1996
<b>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS</b>		FEB 2016
<i>No Note applies.</i>		
<b>52.245-1 GOVERNMENT PROPERTY</b>		APR 2012
<b>52.245-9 USE AND CHARGES</b>		APR 2012
<i>Note 5 applies.</i>		
<b>52.247-23 LIMITATION OF LIABILITY</b>		FEB 1997
<b>52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS</b>		FEB 1997
<b>52.247-25 LIMITATION OF LIABILITY--SERVICE</b>		FEB 1997
<b>52.247-68 REPORT OF SHIPMENT (REPSHIP)</b>		FEB 2006
<b>52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b>		APR 2012
<i>Clause is applicable when Government terminates the Prime Contract.</i>		
<b>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b>		APR 1984
<b>52.249-6 TERMINATION (COST-REIMBURSEMENT)</b>		MAY 2004
<i>Clause is applicable when Government terminates the Prime Contract.</i>		
<b>52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)</b>		APR 1984
<b>52.249-14 EXCUSABLE DELAYS</b>		APR 1984
<b>52.251-1 GOVERNMENT SUPPLY SOURCES</b>		APR 2012
<b>252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE</b>		DEC 1991
<i>No Note applies.</i>		
<b>252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</b>		SEPT 2011
<i>No Note applies.</i>		

<b>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES</b> <i>Applies if this Contract exceeds \$150,000. Note 5 applies.</i>	DEC 2008
<b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> <i>No Note applies.</i>	SEP 2013
<b>252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL</b>	DEC 2012
<b>252.203-7004 DISPLAY OF HOTLINE POSTERS</b>	JAN 2015
<b>252.204-7000 DISCLOSURE OF INFORMATION</b>	AUG 2013
<b>252.204-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b>	SEP 2013
<b>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> <i>No Note applies.</i>	APR 1992
<b>252.204-7004 Alt A CENTRAL CONTRACTOR REGISTRATION ALTERNATE A</b>	APR 1992
<b>252.204-7005 ORAL ATTESTATION OF SECURITY REQUIREMENTS</b>	NOV 2001
<b>252.204-7012 (DEV) SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION</b>	OCT 2015
<b>252.204-7015(DEV) SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION</b>	FEB 2014
<b>AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</b>	FEB 2014
<b>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b>	DEC 2014
<b>252.209-7010 CRITICAL SAFETY ITEMS</b>	AUG 2011
<b>252.211-7000 ACQUISITION STREAMLINING</b>	OCT 2010
<b>252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION</b>	DEC 2013
<b>252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY</b>	AUG 2012
<b>252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS</b>	SEP 2010
<b>252.215-7000 PRICING ADJUSTMENTS</b>	DEC 2012
<b>252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS</b>	DEC 2012
<b>252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)</b>	OCT 2014
<b>252.223-7001 HAZARD WARNING LABELS</b>	DEC 1991
<b>252.223-7004 DRUG FREE WORK FORCE</b> <i>No Note applies.</i>	SEP 1988
<b>252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS</b>	SEP 2014
<b>252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM</b>	JUN 2013
<b>252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM – BASIC</b>	NOV 2014
<b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b>	DEC 2012
<b>252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD</b> <i>Note 5 applies.</i>	OCT 2010
<b>252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES</b>	SEP 2006
<b>252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS</b>	OCT 2014
<b>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b>	FEB 2013
<b>252.225-7013 DUTY-FREE – BASIC</b>	NOV 2014
<b>252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS</b>	JUN 2005
<b>252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS</b>	JUN 2011
<b>252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN</b>	DEC 2009
<b>252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS</b>	DEC 2009
<b>252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS</b>	JUN 2005
<b>252.225-7048 EXPORT-CONTROLLED ITEMS</b> <i>No Note applies.</i>	JUN 2013
<b>252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS</b>	SEP 2004

<b>252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS</b>	FEB 2014
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
<b>252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION</b>	FEB 2014
<b>252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS</b>	FEB 2014
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
<b>252.227-7016 Rights in Bid or Proposal Information</b>	JAN 2011
<b>252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS</b>	MAY 2013
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
<b>252.227-7027 Deferred Ordering Of Technical Data Or Computer Software</b>	APR 1998
<b>252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT</b>	MAR 2000
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
<b>252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA</b>	JUN 2013
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
<b>252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS</b>	APR 1990
<b>252.231-7000 SUPPLEMENTAL COST PRINCIPLES</b>	DEC 1991
<i>No Note applies.</i>	
<b>252.232-7010 LEVIES ON CONTRACT PAYMENTS</b>	DEC 2006
<i>Note 2 applies.</i>	
<b>252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS</b>	JUN 2004
<b>252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION</b>	JAN 2008
<b>252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM</b>	MAY 2011
<b>252.242-7005 CONTRACTOR BUSINESS SYSTEM</b>	FEB 2012
<b>252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION</b>	FEB 2012
<b>252.243-7001 PRICING OF CONTRACT MODIFICATIONS</b>	DEC 1991
<i>Note 5 applies.</i>	
<b>252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT</b>	DEC 2012
<i>Note 5 applies.</i>	
<b>252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS</b>	JUN 2013
<b>252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION</b>	MAY 2014
<b>252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY</b>	APR 2012
<b>252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY</b>	APR 2012
<b>252.246-7001 WARRANTY OF DATA</b>	MAR 2014
<b>252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES</b>	JUN 2013
<b>252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS</b>	OCT 2010
<b>252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM</b>	MAY 2014
<b>252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS</b>	MAY 1995
<b>252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA</b>	APR 2014
<i>Note 5 applies.</i>	
<b>252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION</b>	OCT 2015
<b>252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES</b>	AUG 2012

**52.222-2 PAYMENT FOR OVERTIME PREMIUM (JUL 1990) [Modified by Buyer]**

(a) The use of overtime is authorized under this Contract if the overtime premium does not exceed **14% of labor dollars** or the overtime premium is paid for work -- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature; (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting; (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceed the amount specified above shall include all estimated overtime for Contract completion and shall -- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for overtime; (2) Demonstrate the effect that denial of the request will have on the Contract delivery or performance schedule; (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 multi-shift operations or by employing additional personnel.

**52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)** [Modified by Buyer]

(a) Definitions. “**Title III industrial resource**” means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

“**Title III project contractor**” means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) Seller shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource from Buyer so that they can refer the request to the Contracting Officer.

(c) Upon the direction of the Contracting Officer as transmitted by Buyer, Seller shall test Title III industrial resources for qualification. Seller shall provide the test results to Buyer, so that Buyer can provide the results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the Prime Contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the Contract for the costs of testing and qualification of the Title III industrial resource.

***(e) Seller agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this Contract.***

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)** [Modified by Buyer]

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address (es):

FAR clauses & provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VFDFARA.HTM>