**NATIONAL STEEL AND SHIPBUILDING COMPANY**

SPECIAL TERMS AND CONDITIONS

**LCS IDIQ MAC PROGRAM**

**N00024-18-D-4327**

Rev 0 May 4, 2018

**PRIME CONTRACT CLAUSES – N00024-18-D-4327**

The following clauses, as modified by Buyer, are flowed down from Buyer to Seller and are applicable to any PO referencing these Special Terms and Conditions and any subcontract relating to Buyers Prime Contract N00024-18-D-4327 with the Government.

## DEFINITIONS

The defined terms in the MILGEN terms apply to this document.

**Section A – Solicitation/Contract Form** – This Contract is rated with a DPAS DO-A3 rating.

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

NOTE F – TRAVEL COSTS [Modified by Buyer]. Travel costs are non-fee bearing. Seller must obtain prior written approval from Buyer before traveling. All estimated and incurred travel costs shall be in accordance with FAR 31.205-46.

LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

The clause entitled “LIMITATION OF COST” (FAR 52.232-20) or “LIMITATION OF FUNDS” (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

TRAVEL COSTS (NAVSEA) (MAY 1993) [Modified by Buyer]

1. Seller shall not charge, and Buyer shall not pay, as an allowable cost under this Contract, any man-hour costs (whether straight-time or overtime) for Seller personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Facility designated in the SOW for performance of the Contract Work.
2. Workers being paid under this Contract will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.
3. This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government provided requirements or as specified by Buyer.
4. Additionally, Seller shall not charge, and Buyer shall not pay, any transportation costs under this Contract associated with transporting Seller’s personnel between the Facility designated in the SOW or any other worksite to perform Phased Maintenance Availabilities (PMAs)/Dry-docking Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by Seller on behalf of the work force.

**Section C – Descriptions and Specifications**

**NAVY SUPPLY/MATERIAL PROCUREMENT** [*Modified by Buyer*]

The Seller and its subcontractors shall use Department of Defense (DoD) Supply systems as the first source(s) to identify and procure material. The prime contractor and subcontractors shall prepare and submit transactions to the DoD Supply System via Defense Logistics Agency Transaction Services (DLATS)/ Defense Automatic Addressing System (DAAS) in standard MILSTRIP/MILSTRAP format using Routing Identifier “NRP”. The preferred method of submission of material requisitions to the DoD Supply systems is via NAVSUP’s One Touch Support (OTS). The Seller and subcontractors shall determine if material supports the requisite timeframe(s) to successfully execute the performance of work, as defined in this contract, to meet cost and schedule goals.

The Seller and subcontractors shall record all usage demand data including material procured outside the DoD supply system, during the period of performance of this contract CDRL A004/DI-MGMT-81806B. Submissions of the MILSTRAP DHA and BHJ documents for material procured outside the DoD supply system shall be submitted monthly by maintenance availability and shall be in accordance with Attachment J-2 “MILSTRAP DHA/BHJ Desk Guide for Demand Only Transaction Reporting dtd 12 May 2016”.

MILSTRAP DHA and BHJ demand submission data count information shall be provided quarterly by the Seller for all Seller and sub-contractor data submissions in accordance with CDRL A004 (DI-MGMT-81806B). The Seller and subcontractors shall ensure compliance with OPNAVINST 4790.4F, Ships’ Maintenance and Material Management (3-M) System Policy, and OPNAVINST 4700.7L Maintenance Policy For United States Navy Ships. Seller and subcontractors shall report all material used in the course of maintenance to the Ships’ 3-M/Open Architecture Retrieval System (OARS) database at the completion of each maintenance availability. Data submissions shall be in accordance with Attachment J-1 “Desk Guide for Ships’ 3-M Parts Usage Reporting dtd 25 May 2016”.

Data count submission reporting of this maintenance material in the Ships’ 3-M/OARS database shall be provided by the Seller for all Seller and sub-contractor material database submissions in accordance with CDRL A003 (DI-MGMT-82170).

Procurement includes identification and procurement services in support of initial and sustainment spares for loadout and facilities maintenance and management of these items in Realtime Outfitting Management Information System (ROMIS) or other approved management software. These include identification of potential sources, receiving and evaluating quotations, preparing, executing, and tracking purchase orders. The Seller shall provide purchase order report in accordance with A005 (DI-MISC-81616).

**SECURITY REQUIREMENTS** [*Modified by Buyer*]

Seller personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g.dBIDS). Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the Seller’s responsibility to check for and obtain changes and updated information at each installation on a continual basis.

DELAY/DISRUPTION [Modified by Buyer]

Seller shall coordinate the work effort with the Buyer on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. Minor delays and/or disruptions of four (4) hours or less are considered normal rather than unusual occurrences during the performance of requirements ordered under this contract.

If, during performance, delays greater than a minor delay indicated above are encountered, the Seller shall immediately (verbally) notify the Buyer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, and action taken to minimize impact.

IDENTIFICATION OF CONDITION FOUND [Modified by Buyer]

In accordance with the requirements of NAVSEA Standard Item 009-01, the Seller shall identify needed repairs and recommend corrective action during performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the Seller shall notify the Buyer within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the Seller’s professional recommendation for resolution, which shall not exceed three (3) days as specified below. Recommended repairs and corrective actions shall be submitted to the Buyer in the form of a CFR (intended to represent the “Work Request” described in DFARS 252.217-7028) pursuant to CDRL A002 (DI-MGMT-81648).

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

1. 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. The Government may unilaterally modify the contract to list those third parties with which Buyer or Seller has agreement(s).
2. 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.
3. 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.
4. Seller agrees that it will promptly notify Buyer of any attempt by an individual, company, or Buyer or Government representative 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 individual, company, or Buyer or Government representative seeking access to such information.
5. 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.
6. 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]

1. 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
2. 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.

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990) [Modified by Buyer]

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Seller hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Seller is using commercial facilities to satisfy the berthing requirement, the Seller hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, Seller hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

**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) (APR 2015)** [*Modified by Buyer*] Attention of Seller is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this Contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this Contract shall be construed as relieving Seller from any obligations which it 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 clauses if this Contract entitled “PERFORMANCE” (DFARS 252.217-7010) or “GOVERNMENT PROPERTY” (FAR 52.245-1), nor does it relieve Seller of any other requirement under such clauses.

DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)

The dry-docking of all Vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

### 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***]**

1. Specifications. Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents as described in paragraph (e) below.
2. Drawings and Data. Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the Buyer-generated specification as mandatory for use or for performance.
3. 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).
4. 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.
5. Referenced Documentation. 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 <http://assist.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

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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***]**

1. Specifications. Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents as described in paragraph (e) below.
2. Drawings and Data. Buyer will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the Buyer-generated specification as mandatory for use or for Contract guidance.
3. 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).
4. 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.
5. 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.dla.mil/>; or
	2. By submitting a request to the

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**SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

* 1. A “**zero-tier reference**” is a specification, standard, or drawing that is cited in the Contract (including its attachments).
	2. A “**first-tier reference**” is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

**UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994) [***Modified by Buyer***]**

If, during the performance of this Contract, Seller believes that any contract contains outdated or different versions of any specifications or standards, Seller may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. Seller should submit update requests to Buyer for approval. Seller shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by Buyer. Any approved alternate specifications or standards will be incorporated into the Contract.

**NON SMOKING POLICY**

For bidding purposes, Seller is advised that in light of the Navy's policy regarding smoke-free facilities, the entire Vessel, topside and below decks, is to be considered a “No Smoking Area” unless otherwise indicated by shipboard policy.

**USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PEDS) [***Modified by Buyer***]**

The possession and use of portable electronic devices (PEDs) within the confines of any Vessel, or in Buyer’s Facility, Government Facility or Seller's facility where equipment removed from the Vessel is being worked, is strictly controlled. PEDs include: mobile computing devices such as personal digital assistants (PDAs); hand-held or laptop computers; mobile telephone devices such as data-enabled cellular telephones; two-way pagers, including those with e-mail capability; analog and digital sound recorders; and digital cameras, including cellular phones with digital imaging capabilities. Cellular phones with digital imaging capabilities are strictly prohibited. PEDs may not be connected to any Navy-owned or controlled network. PEDs may not be used to store or process any digital information associated with the conduct of the Contract without written authorization from Buyer.

**HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.

(b) Sellers are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Sellers who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a Seller operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that Seller employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Sellers whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any Seller employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

**Section D - Packaging and Marking**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the Contract. All classified 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 the National Industrial Security Program Operating Manual (NISPM), DOD 5220.22-M dated 28 February 2006.

CLAUSES INCORPORATED BY FULL TEXT [Modified by Buyer]

Item(s) 0600 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by Buyer. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from Seller to the point of delivery.

**HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) \* - ALTERNATE I (NAVSEA) (APR 2015)**

The Seller shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT
N00024-18-D-4327 TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS
AND BE FREE FROM DEFECTS IN MATERIAL AND

WORKMANSHIP FOR FROM
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE
NOTIFY AND PCO.

\*To be determined in each Delivery Order, as applicable.

**HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)**

1. Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Seller with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

1. Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract 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.

**Section E - Inspection and Acceptance** [*Modified by Buyer*]

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

|  |  |
| --- | --- |
| 52.246-2  | INSPECTION OF SUPPLIES - FIXED PRICE (AUG1996)  |
| 52.246-3 | INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (MAY 2001) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES (APR 1984) |

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

1. Seller shall comply with the higher-level quality standard(s) listed below.

|  |  |  |
| --- | --- | --- |
| Title | Date | Tailoring |
| ANSI/ISO/ASQ 9001- 2008 | Contract award to 01 September 2018 | Seller shall comply with the current NAVSEA Standard Item 009-04. |
| ANSI/ISO/ASQ 9001- 2015 | 01 September 2018 | Seller shall comply with the updated FY19 NAVSEA Standard Item 009-04. |

1. Seller shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-
2. (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

1. Control of such things as design, work operations, in-process control, testing, and inspection; or
2. Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

**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.

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

**Section F - Deliveries or Performance**

PLACE OF PERFORMANCE

Work on all Vessels under this Contract shall be performed in the ships’ homeport, visiting San Diego, CA, at the Facility identified below, to include CONUS and OCONUS, or as NASSCO or the Government’s ACO shall direct:

National Steel and Shipbuilding Company (NASSCO), 2798 East Harbor Drive, San Diego, CA 92113-3650.

**CLAUSES INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government)  |
| 52.242-15 Alt I | STOP-WORK ORDER (AUG 1989) – Alternate I (APR 1984) (Applicable only if Stop Work order initiated by the Government) |
| 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984) |

**Section G - Contract Administration Data –** There are no flow-downs.

**Section H - Special Requirements**

**5252.217-9107 GROWTH AND NEW WORK (SEP 1990) [***Modified by Buyer***]**

1. It is the Government’s intention to ensure that, where it is determined that the Contract Work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to Buyer and its subcontractors including Seller only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following course of action: (1) defer the Contract Work to a repair period after completion of the instant Contract; (2) accomplish the Contract Work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime contractor’s facility pursuant to the “ACCESS TO VESSEL” clause (DFARS 252.217-7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. Buyer and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than Buyer is successful, the successful contractor may engage in and complete the work while the ship is undergoing overhaul in Buyer’s Facility pursuant to the “ACCESS TO VESSEL” clause.
2. Seller shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other contractors’ workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit Seller’s facility or any other work site provided by the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair contractor proposes other than a fair and reasonable price. Seller shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. Seller shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.
3. This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interest of the Government.

**5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)**

Notwithstanding any provision in the “ACCESS TO VESSEL” clause (DFARS 252.217-7011), or any other clause of the Contract, Seller agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to Seller’s facilities and access to the Vessel without any further request for indemnification from any party, which has not been previously included in the Contract Price.

* + 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.
1. IDENTIFICATION OF HAZARDOUS WASTES. Standard Work Template 077-11-001 (to be provided by Buyer) 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.
2. 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 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.
	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 or Southwest Regional Maintenance Center (SWRMC) 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 or SWRMC (as applicable) within 3 business days of receipt of written notification by the Country or U.S. State.
	8. After obtaining approval from either the Buyer or SWRMC (as applicable), Seller shall use the Navy generator identification number and insert in the remarks block Seller generator identification number issued for the approved site. 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 or SWRMC (as applicable) for completion.

### 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 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 Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

**5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (SEP 2016)** [*Modified by Buyer*]

(a) Whenever Seller, after receipt of a change made pursuant to the clause of this Contract entitled “CHANGES” or similar or after affirmation of a constructive change under the clause “NOTIFICATION OF CHANGES” (FAR 52.243-7) (DEVIATION) or similar, 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, it 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.

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

1. 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.
2. Pending execution of a bilateral agreement or the direction of Buyer’s Procurement Representative pursuant to the “CHANGES” clause, Seller shall proceed diligently with Contract performance without regard to the effect of any such proposed change.
3. 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*]

1. 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’s Procurement Representative 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 Contract Work and estimate of cost shall be in such form and supported by such reasonably detailed information as Buyer’s Procurement Representative 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 Price, 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.
2. Pending execution of a bilateral agreement or the direction of Buyer’s Procurement Representative pursuant to the “CHANGES” clause, Seller shall proceed diligently with Contract performance without regard to the effect of any such proposed change.
3. 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’s Procurement Representative under the “CHANGES” clause. Seller shall be entitled to an equitable adjustment in the Contract Price 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 Price shall be a dispute within the meaning of the clause of this Contract entitled “DISPUTES” (FAR 52.233-1).

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015) [Government means only the US Government] [Modified by Buyer]

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this Contract to the contrary. Upon Seller's written request to Buyer, who will forward the request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified Government property for use in the performance of this Contract.

5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015) [Government means only the US Government] [Modified by Buyer]

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this Contract to the contrary. Upon Seller's written request to Buyer, who will forward the request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified Government property for incorporation in the equipment to be delivered under item(s) \_\*\_ of this Contract.

\*To be determined in each Delivery Order, applicable.

**Section I - Contract Clauses**

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Purchasing 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 some instances where those conversions were not made for clauses were 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/>

 <http://farsite.hill.af.mil>

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” throughout this clause.**

**Note 2 – Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.**

**Note 3 – Insert “and Buyer” after “Government” throughout the clause.**

**Note 4 – Insert “or Buyer”) after “Government throughout this clause.**

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

**Note 6 – Insert “and Buyer” after “Contracting Officer”, throughout the clause.**

**Note 7 – Insert “or Buyer Procurement Representative” after “Contracting officer”, throughout the clause.**

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

**NUMBER TITLE DATE & NOTE**

**52.202-1** **DEFINITIONS** NOV 2013

*No Note applies*.

**52.203-3** **GRATUITIES** APR 1984

*Note 3 applies in (c) and (d).*

**52.203-5** **COVENANT AGAINST CONTINGENT FEES** MAY 2014

*Note 3 applies in (a).*

**52.203-6** **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** SEPT 2006

*Applies if the contract value exceeds $150,000. No Note applies.*

**52.203-7** **ANTI-KICKBACK PROCEDURES** MAY 2014

*Applies if the Contract value exceeds $150,000. 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.*

**52.203-8** **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER**

**ACTIVITY** MAY 2014

*Note 4 applies for (a), (b) and (c).*

**52.203-10** **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** 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 kickback given by Seller.*

**52.203-12** **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** OCT 2010

*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.*

**52.203-13** **CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT** APR 2010

*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.*

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM** APR 2014
**EMPLOYEES OF WHISTLEBLOWER RIGHTS**
*No Note applies*.

**52.204-2** **SECURITY REQUIREMENTS** AUG 1996

*Applies if the Contract Work requires access to classified information.*

**52.204-4** **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** MAY 2011

*Note 3 applies to (b).*

**52.204-7** **SYSTEM FOR AWARD MANAGEMENT** OCT 2016

**52.204-9** **PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL** JAN 2011

*Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system.*

*Note 3 applies for (c). In paragraph (d) prime Contractor shall refer to Buyer. Seller is responsible for getting the*

*information to Buyer so that Buyer can comply with the reporting requirements of paragraph (d).*

**52.204-10** **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** JUL 2013

*Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information*

*to Buyer so that Buyer can comply with the reporting requirements of (d).*

**52.204-12** **UNIQUE ENTITY IDENTIFIER MAINTENANCE** OCT 2016

**52.204-13** **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** OCT 2016

**52.204-19** **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** DEC 2014

**52.204-21** **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** JUN 2016

**52.209-6** **PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS**

**DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT** AUG 2013

*Applies if this Contract exceeds $30,000 and is not a subcontract for commercially available off the shelf items.*

*Seller is to provide copies of notices to Buyer so that Buyer can fulfill its reporting obligation under this clause. Note 5 applies.* .

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** JUL 2013
*No Note applies*.

**52.211-5** **MATERIAL REQUIREMENTS** AUG 2000

*Note 2 applies to (d) and (e).*

**52.211-15** **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** APR 2008

*No Note applies*.

**52.215-2** **AUDIT AND RECORDS—NEGOTIATION** OCT 2010

*Applies if the Contract value exceeds $150,000; 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.*

**52.215-8** **ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT** OCT 1997

*No Note applies*.

**52.215-10** **PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA** AUG 2011

*No Note applies.*

**52.215-11** **PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS** AUG 2011

*Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. “Government”*

*means “Buyer” in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the work*

*and final payment under this Contract.*

**52.215-12** **SUBCONTRACTOR CERTIFIED COST OR PRICING DATA** OCT 2010

*Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403. No Note applies.*

**52.215-13** **SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS** OCT 2010

*Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403. No Note applies.*

**52.215-15** **PENSION ADJUSTMENTS AND ASSET REVERSIONS** OCT 2010

*Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.*

**52.215-18** **REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)**

**OTHER THAN PENSIONS** JUL 2005

*Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.*

**52.215-19** **NOTIFICATIONS OF OWNERSHIP CHANGES** OCT 1997

*Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.*

**52.215-21** **REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN**

**CERTIFIED COST OR PRICING DATA—MODIFICATIONS** OCT 2010

*Note 5 applies*.

**52.215-23** **LIMITATIONS ON PASS-THROUGH CHARGES** OCT 2009

**52.216-7** **ALLOWABLE COST AND PAYMENT** JUN 2013

*Note 1 applies except in (a)(3) and (b)(2)(F) where NOTE 3 applies. Note 2 applies except in (g)*

*where Note 7 applies. The blank in (a)(3) is completed with the “the 30th” unless otherwise specified in this Contract.*

*Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) “six years” is changed to “5 years”.*

*The references to government entities in (d) are unchanged.*

**52.219-8** **UTILIZATION OF SMALL BUSINESS CONCERNS**  NOV 2016

*Does not apply to small businesses*. *Note 5 applies*.

**52.219-9 Dev SMALL BUSINESS SUBCONTRACTING PLAN**  JAN 2017
*Applies if value of Contract equals or exceeds $650,000 except the clause does not apply if Seller is a small business concern.
Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer’s own reporting obligations
with respect to this clause. Note 5 applies.*

**52.222-1** **NOTICE TO THE GOVERNMENT OF LABOR DISPUTES** FEB 1997

*Note 5 applies.*

**52.222-3** **CONVICT LABOR** JUN 2003

*Note 5 applies.*

**52.222-4** **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION** MAY 2014

*Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.*

**52.222-19** **CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES** JAN 2014

*Note 2 applies for (c) and Note 2 when the Government exercises its rights and remedies against Buyer for*

*Seller’s violations.*

**52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000** MAY 2014
*Applies when Contract exceeds or may exceed $15,000. No Note applies.*

**52.222-21** **PROHIBITION OF SEGREGATED FACILITIES** FEB 1999

*No Note applies.*

**52.222-26** **EQUAL OPPORTUNITY** MAR 2007

*Applies to Contract with value in excess of $10,000. Note 7 applies to (c)(3) and (c)(5).*

**52.222-29** **NOTIFICATION OF VISA DENIAL** JUN 2003

*Note 5 applies.*

**52.222-35** **EQUAL OPPORTUNITY FOR VETERANS** JUL 2014

*Applies if Contract value is $100,000 or more. Note 5 applies.*

**52.222-36** **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES** JUL 2014

*Applies if Contract value equals or exceeds $15,000. No Note applies.*

**52.222-37** **EMPLOYMENT REPORTS ON VETERANS** JUL 2014

*Applies if Contract value equals or exceeds $100,000. 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.*

**52.222-40** **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** DEC 2010

*Applies if Contract value that exceeds $10,000.*

**52.222-50** **COMBATING TRAFFICKING IN PERSONS** FEB 2009

*Note 5 applies except in (e) where Note 4 applies.*

**52.222-54** **EMPLOYMENT ELIGIBILITY VERIFICATION** AUG 2013

*Applies if this Contract exceeds $3,000. No Note applies.*

**52.223-5** **POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION** MAY 2011

*No Note applies.*

**52.223-6** **DRUG-FREE WORKPLACE** MAY 2001

*Note 5 applies. Except Note 4 applies in (d).*

**52.223-12** **REFRIGERATION EQUIPMENT AND AIR CONDITIONERS** MAY 1995

*No Note applies.*

**52.223-18** **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** AUG 2011

*Applies if Contract value exceeds $3,000. Note 5 applies.*

**52.225-13** **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** JUN 2008

*No Note applies.*

**52.227-1** **AUTHORIZATION AND CONSENT** DEC 2007

*No Note applies. Government and Contracting Officer remain unchanged.*

**52.227-2** **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** DEC 2007

*Applies if Contract value exceeds $150,000; Note 5 applies to (a) and (b).*

**52.227-11** **PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR** MAY 2014

**52.228-5** **INSURANCE - WORK ON A GOVERNMENT INSTALLATION** MAY 2014

**52.229-3** **FEDERAL, STATE, AND LOCAL TAXES** FEB 2013

*Note 2 applies to (g)*.

**52.230-2** **COST ACCOUNTING STANDARDS** MAY 2014

*Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.*

**52.230-3** **DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES**  OCT 2016

**52.230-6** **ADMINISTRATION OF COST ACCOUNTING STANDARDS** JUN 2010

*Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.*

**52.232-16 PROGRESS PAYMENTS**APR 2012

*Applicable when this Contract becomes fully funded. Note 1 and Note 2 apply.*

**52.232-20 LIMITATION OF COST**APR 1984

*Applicable when this Contract becomes fully funded. Note 1 and Note 2 apply.*

**52.232-22** **LIMITATION OF FUNDS** APR 1984

*Note 2 applies to (c), (d), (f)(2), (h) and (i). Note 1 applies to (k).*

**52.232-23 ASSIGNMENT OF CLAIMS** MAY 2014

*Buyer’s Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).*

**52.232-39 Unenforceability of Unauthorized Obligations** JUN 2013
*No Note applies*.

**52.232-40 Providing AcceleraTED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** DEC 2013
*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.*

**52.233-3** **PROTEST AFTER AWARD** AUG 1996

*Note 2 applies except in (e) where Note 3 applies.*

**52.233-3 ALT I PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I**  JUN 1985

*No Note applies*.

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** OCT 2004

*No Note applies.*

**52.242-1 NOTICE OF INTENT TO DISALLOW COSTS** APR 1984

*Note 5 applies to (a)(2).*

**52.242-2 PRODUCTION PROGRESS REPORTS** APR 1991

**52.242-3 PENALTIES FOR UNALLOWABLE COSTS** MAY 2014

**52.242-13 BANKRUPTCY** JUL 1995

*Note 2 applies.*

**52.243-1 CHANGES—FIXED PRICE** AUG 1987

*Note 2 applies.*

**52.243-2 CHANGES – COST REIMBURSEMENT** AUG 1987

*Note 2 applies.*

**52.243-6 CHANGE ORDER ACCOUNTING** APR 1984

*Note 2 applies if the Prime Contract requires change order accounting.*

**52.244-2 SUBCONTRACTS** OCT 2010

*Notes 1 and 2 apply.*

**52.244-5 COMPETITION IN SUBCONTRACTING** DEC 1996

*No Note applies*.

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS** NOV 2017
*Note 2 applies.*

**52.245-1 GOVERNMENT PROPERTY**  APR 2012

*Note 5 applies*.

**52.245-9 USE AND CHARGES** APR 2012

*Note 5 applies.*

**52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS** JUN 2003
*No Note applies.*

**52.247-68 REPORT OF SHIPMENT (REPSHIP)** FEB 2006

*Note 5 applies*.

**52.248-1** **VALUE ENGINEERING** OCT 2010

*Applies if the Contract value exceeds $150,000; Note 5 applies.*

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** APR 2012
*Clause is applicable when Government terminates the Prime Contract.*

**52.249-6 TERMINATION (COST-REIMBURSEMENT)** MAY 2004
*Clause is applicable when Government terminates the Prime Contract.*

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** APR 1984

*Clause is applicable when the Government terminates the Prime Contract.*

**52.249-14 EXCUSABLE DELAYS** APR 1984

*Note 2 applies to (b)(2) and Note 7 applies to (c).*

**52.251-1 GOVERNMENT SUPPLY SOURCES** APR 2012

*No Note applies*.

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES** APR 1984
*No Note applies.*

**52.253-1 COMPUTER GENERATED FORMS** JAN 1991

*No Note applies*.

**252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE** DEC 1991

*No Note applies*.

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** SEPT 2011

*No Note applies*.

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE**

**CONTRACT-RELATED FELONIES** DEC 2008

*Applies if this Contract exceeds $150,000. The terms “contract,” “contractor,” and “subcontract” shall not*

*change in the meaning for paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.*

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** SEP 2013

*No Note applies*.

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL** DEC 2012

*Applies when FAR 2-3-13 applies to this Contract. No Note applies.*

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)** DEC 2012

*Applies in lieu of FAR 52.203-14.*

**252.204-7000 DISCLOSURE OF INFORMATION** AUG 2013

*Note 2 applies.*

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** APR 1992

*No Note applies*.

**252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES** NOV 2001

*No Note applies*.

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY**

**CONTRACTOR REPORTED CYBER INCIDENT INFORMATION** OCT 2016

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** MAY 2016

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** DEC 1991

*No Note applies*.

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY**

**THE GOVERNMENT OF A TERRORIST COUNTRY** MAR 2014

*Note 5 applies for (b)*.

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION** DEC 2013
*No Note applies*.

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS** NOV 2005

**252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION**  JUN 2016

**252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY** AUG 2012

*Applies if this Contract requires Government property in Seller’s possession to contain unique item identification*.

**252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS** SEP 2010

*No Note applies*.

**252.215-7000 PRICING ADJUSTMENTS** DEC 2012

*Applies if FAR 52.215-12 or 52.215-13 applies to this Contract. No Note applies.*

**252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS** DEC 2012

*Note 5 applies*.

**252.217-7028 OVER AND ABOVE WORK** DEC 1991

*Note 1 and Note 2 apply*.

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)** AUG 2012

*Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g).Note* 5 applies.

**252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM** OCT 2014

**252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS** DEC 2010

**252.223-7001 HAZARD WARNING LABELS** DEC 1991

**252.223-7004 DRUG FREE WORK FORCE** SEP 1988

*No Note applies.*

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND**  SEP 2014

**HAZARDOUS MATERIALS**

*No Note applies*.

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM** JUN 2013

*Note 2 applies*.

**252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM** DEC 2012

*Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1. No Note applies*.

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** DEC 2012

*No Note applies*.

**252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND**  OCT 2010

**CANADA—SUBMISSION AFTER AWARD**

*Note 5 applies*.

**252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST** SEP 2006

**ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES**

*Applies if Seller is supplying items on the U.S. Munitions List. No Note applies.*

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS MAR 2013

**252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING** JUN 2013

**SPECIALTY METALS**

*Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).*

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** FEB 2013

*No Note applies*.

**252.225-7013 DUTY-FREE ENTRY** OCT 2013

*Note 5 applies.*

**252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS** JUN 2005

*No Note applies*.

**252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** JUN 2011

*No Note applies*.

**252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN** DEC 2009

*No Note applies.*

**252.225-7021 TRADE AGREEMENTS—BASIC** DEC 2016
*No Note applies*.

**252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS** DEC 2009

*Note 5 applies for (d).*

**252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR** DEC 2006

STEEL PLATE

*No Note applies*.

**252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL** JUN 2005

**252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT- BALANCE OF PAYMENTS PROGRAM – BASIC** DEC 2016
*No Note applies*.

**252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS** JUN 2005
*No Note applies*.

**252.225-7048 EXPORT-CONTROLLED ITEMS** JUN 2013
*No Note applies*.

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED** SEP 2004

**ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS**

*Applies if this Contract exceeds $500,000. Note 5 applies.*

**252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS** FEB 2014

*Note 5 applies*.

252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS FEB 2014
No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.

**252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION** JAN 2011

*No Note applies*.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MAY 2013
MARKED WITH RESTRICTIVE LEGENDS
No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.

**252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT** MAR 2000

*Note 5 applies*.

**252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** JUN 2013

*Note 5 applies*.

**252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS** APR 1990

*Note 5 applies*.

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES** DEC 1991

*No Note applies*.

**252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM--BASIC** MAY 2014

*No Note applies*.

**252.242-7005 CONTRACTOR BUSINESS SYSTEMS** FEB 2012

*Note 5 applies*.

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS** DEC 1991

*No Note applies*.

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** DEC 2012

*Note 5 applies*.

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS** JUN 2013

*No Note applies*.

**252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION** MAY 2014

*No Note applies*.

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED** APR 2012

**PROPERTY**

*No Note applies*.

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY** APR 2012

*No Note applies; (b)(1) does not apply to Seller*.

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION** APR 2012

*Note 5 applies*.

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL** MAY 2013

*Note 1 and Note 2 apply*.

**252.246-7001 WARRANTY OF DATA** MAR 2014

*Note 5 applies*.

**252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES** JUN 2013

*Note 5 applies*.

**252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** AUG 2016

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA** APR 2014

*Note 5 applies*.

**252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA** MAR 2000

*Notes 1 and 2 apply*.

**252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION**  OCT 2010

*Applies if this Contract exceeds $650,000. Note 2 applies. Delete paragraph (d)(1) and the first five words*

*of paragraph (d)(2).*

CLAUSES INCORPORATED BY FULL TEXT

**52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)** [*Modified by Buyer*]

(a) If the Seller fails to deliver the supplies or perform the services within the time specified in this contract, and, due in whole or in part to such failure, Buyer is assessed any fee, penalty or liquidated damage, pursuant to any law or Buyer’s prime contract with the Government, then the Seller shall pay to Buyer an amount equal to such fees, penalties or liquidated damages assessed to or paid by the Buyer.

(b) These liquidated damages are in addition to excess costs of repurchase under the Termination clause, if any.

**52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)**

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at ([http://www.epa.gov/snap/).](http://www.epa.gov/snap/%29.)

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
2. Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Seller shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)

\*\_\_\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Seller shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Seller shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

1. Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
2. Contract number; and

 (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Seller shall refer to EPA's SNAP program (available at [http://www.epa.gov/snap)](http://www.epa.gov/snap%29) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap.>

**52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEPT 2016)**

1. 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 Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

1. The Seller shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Buyer.
2. Upon the direction of the Buyer, the Seller shall test Title III industrial resources for qualification. The Seller shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
3. When the Buyer modifies the contract to direct testing pursuant to this clause, the Buyer 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.
4. The 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)**

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 Buyer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Seller attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical

Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at [http://www.archives.gov/cui/registry/category-list.html,](http://www.archives.gov/cui/registry/category-list.html%2C) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is--

1. Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
2. Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Seller shall provide adequate security on all covered contractor information systems. To provide adequate security, the Seller shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

1. Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
2. Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST)

Special Publication (SP) 800-171, ̏Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at [http://dx.doi.org/10.6028/NIST.SP.800-171)](http://dx.doi.org/10.6028/NIST.SP.800-171%29) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Seller shall implement NIST SP 800-171, as soon aspractical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Seller shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

1. The Seller shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Seller need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
2. If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Seller intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline ([https://www.fedramp.gov/resources/documents/)](https://www.fedramp.gov/resources/documents/%29) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Seller reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Seller discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Seller shall--

1. Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Seller’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Seller's ability to provide operationally critical support; and
2. Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Seller or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx.>

(d) Malicious software. When the Seller or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Seller discovers a cyber incident has occurred, the Seller shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Seller provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

 (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

1. To entities with missions that may be affected by such information;
2. To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
3. To Government entities that conduct counterintelligence or law enforcement investigations;
4. For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
5. To a support services contractor (̏recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Seller shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Seller’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable

clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Seller shall--

1. Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Seller shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
2. Require subcontractors to--
3. Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
4. Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)**

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

1. A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
2. An unacceptable risk of personal injury or loss of life; or
3. An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

1. A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
2. An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

---(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

**252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Seller and its subcontractors, if performing or traveling outside the United States under this contract, shall--

1. Affiliate with the Overseas Security Advisory Council, if the Seller or subcontractor is a U.S. entity;
2. Ensure that Seller and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Seller and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
3. Provide, to Seller and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
4. Obtain and comply with the most current antiterrorism/force protection guidance for Seller and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

1. A foreign government;
2. A representative of a foreign government; or
3. A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077].

**252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

1. Subject to extortion or corruption; or
2. Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over $100,000.

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004)(SEP 2017)**

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors/Seller authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

1. This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
2. Seller performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Seller accepts the risks associated with required contract performance in such operations.
3. When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
4. Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
5. Service performed by Seller personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

1. The Seller cannot obtain effective security services;
2. Effective security services are unavailable at a reasonable cost; or
3. Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

1. When the Government provides emergency medical treatment or transportation of Seller personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
2. Medical or dental care beyond this standard is not authorized.
3. Seller personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
4. Unless specified elsewhere in this contract, the Seller is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Seller shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

1. United States, host country, and third country national laws;
2. Provisions of the law of war, as well as any other applicable treaties and international agreements;
3. United States regulations, directives, instructions, policies, and procedures; and
4. Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Seller shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Seller shall ensure that CAAF and non-CAAF are aware—

1. Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
2. That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
3. That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Seller shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

1. The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
2. The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Seller shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

1. Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
2. This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

1. US Army Criminal Investigation Command at [http://www.cid.army.mil/index.html;](http://www.cid.army.mil/index.html)
2. Air Force Office of Special Investigations at <http://www.osi.af.mil>;
3. Navy Criminal Investigative Service at [http://www.ncis.navy.mil/Pages/publicdefault.aspx;](http://www.ncis.navy.mil/Pages/publicdefault.aspx)
4. Defense Criminal Investigative Service at [http://www.dodig.mil/HOTLINE/index.html;](http://www.dodig.mil/HOTLINE/index.html)
5. Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Seller shall ensure that Seller employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

1. Hold their own identity or immigration documents, such as passport or driver’s license;
2. Receive agreed upon wages on time;
3. Take lunch and work-breaks;
4. Elect to terminate employment at any time;
5. Identify grievances without fear of reprisal;
6. Have a copy of their employment contract in a language they understand;
7. Receive wages that are not below the legal in-country minimum wage;
8. Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
9. If housing is provided, live in housing that meets host-country housing and safety standards. (e) Preliminary personnel requirements.

(1) The Seller shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

1. All required security and background checks are complete and acceptable.
2. All CAAF deploying in support of an applicable operation—
3. Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
4. Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and
5. Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Seller, any military-specific immunizations and/or medications not available to the general public.

1. All other immunizations shall be obtained prior to arrival at the deployment center.
2. All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as “shot record” or “Yellow Card”) that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

1. Cover safety and security issues facing employees overseas;
2. Identify safety and security contingency planning activities; and
3. Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

1. A military-run training center; or
2. A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Seller personnel as specified in the contract.

(2) The Seller shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(3) The Seller shall notify all personnel that -

1. Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;
2. Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and
3. In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
4. Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
5. Such employees will be provided victim and witness protection and assistance. (f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

1. Use the point of departure and transportation mode directed by the Contracting Officer; and
2. Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor (Seller) Accountability and Personnel Data*.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Seller shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Seller appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods –

1. A Common Access Card (CAC) or a SPOT-approved digital certificate; or
2. A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT*.

(i) The Seller shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html.>

1. The Seller shall enter into the SPOT web-based system the required information on Seller personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Seller personnel.
2. The Seller shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Seller personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information. The Contracting Officer may direct the Seller, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(h) Seller personnel.

(1) The Contracting Officer may direct the Seller, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Seller shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer’s representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Seller shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Seller personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Seller personnel must—

1. Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
2. Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Seller shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Seller requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Seller personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Seller what weapons and ammunition are authorized.

(3) The Seller shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

1. Safely;
2. With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
3. In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Seller and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Seller’s authorization to issue firearms, the Seller shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Seller personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Seller shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

1. If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
2. In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Seller shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

1. The Seller shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
2. The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Seller personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Seller shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.