**NATIONAL STEEL AND SHIPBUILDING COMPANY**

SPECIAL TERMS AND CONDITIONS

**IDIQ MAC REPAIR PROGRAM**

**N00024-16-D-4418**

**FOR CG & DDG**

Rev 2 January 28, 2021

**PRIME CONTRACT CLAUSES – N00024-16-R-4418**

The following clauses are flowed down from Buyer’s Prime Contract with the Government. The defined terms in the MILGEN terms (as listed on the face of Buyer’s purchase order issued to Seller) apply to this document. Some of the terms may not be consistently capitalized within this Contract. *While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms.*

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

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

TRAVEL COSTS [Modified by Buyer]. Travel costs are non-fee bearing. Seller must obtain prior written approval from Buyer before traveling because Buyer is obligated under the Prime Contract to receive ACO approval per trip occurrence and the requirement applies to Buyer as well as to all subcontractors. All estimated and incurred travel costs shall be in accordance with FAR 31.205-46.

**Section C – Descriptions and Specifications**

### USE/POSSESSION OF PORTABLE ELECTRONIC DEVICES (PEDS)

The possession and use of PEDs within the confines of any Naval vessel, or in Buyer’s facility or Seller’s facility where equipment removed from the Naval vessel is being worked, is strictly controlled. PEDs (cellular phones, tablets, etc.) 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 the Naval Supervising Activity (NSA).

### NON-SMOKING POLICY

The entire vessel, topside and below decks, is to be considered a “No Smoking Area” unless otherwise indicated by shipboard policy. Local installation policies shall also apply.

**QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (OCT 2018)** [*Modified by Buyer*]

(a) Seller and any Non-destructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Buyer, and if required, the Contracting Officer, for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Office of Navy Nuclear Propulsion (NAVSEA 08). Because of health and safety considerations, such matters will continue to be handled as directed by NAVSEA 08.

### ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018) [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 plant, access to the vessel(s) where and as required, and be permitted, within the plant 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 plant 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 THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (OCT 2018) [Modified by Buyer]

### (a) No person not known to be a U.S. citizen shall be eligible for access to naval 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 5510.3 (series).

### (b) 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 from Buyer, working with the Navy, prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, Seller shall submit to Buyer, an Access Control Plan (ACP) which shall contain as a minimum, the following information:

### (1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

### (i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

### (ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

### (iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

### (iv) A badge or pass check will be performed at all points of entry to the Buyer's facilities or by a site supervisor for work performed on vessels outside the Buyer's plant.

### (2) Seller’s plan for ascertaining citizenship and for screening employees for security risk.

### (3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to Buyer.

### (4) Seller's plan for ensuring subcontractor compliance with the provisions of the Seller's ACP.

### (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Seller in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

### (c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Seller shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Seller must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

### (d) Seller shall fully comply with approved ACPs. Noncompliance by Seller or its subcontractor serves to cancel any authorization previously granted, in which case Seller shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the Buyer and the CAO that the Government's interests are protected. Further, Buyer and the Government each reserves the right to cancel previously granted authority when such cancellation is determined to be in Buyer’s or the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by Buyer or the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249¬6), as applicable.

### (e) Seller has full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

### (f) In the event Seller does not intend to employ non-U.S. citizens in the performance of the 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 work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

### ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005) [Modified by Buyer]

No person not known to be a U.S. citizen shall be eligible for access to naval 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. If Seller desires to employ non-U.S. citizens in the performance of work under this Contract or agreement that requires access as specified in the preceding sentence, approval must be first obtained from the cognizant Contract Administration Office (CAO) through Buyer’s communication with the CAO.

**DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)** [*Modified by Buyer*] Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655), 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 the Seller from any obligations which is may have for compliance with the aforesaid regulations.

### EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with the Contract Work 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 Contract Work. The standard commercial warranty period shall begin upon the final acceptance of the applicable Contract Work. 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.

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

(a) Definitions. (i) A “**zero-tier reference**” is a specification, standard, or drawing that is cited in the Contract (including its attachments). (ii) 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.

**DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (OCT 2018)** [*Modified by Buyer*]

Attention of Seller is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving Seller from any obligations which it may have for compliance with the aforesaid regulations.

**SELLER SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)** [*Modified by Buyer*]

1. Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
2. Seller is 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.
3. Any of Seller’s personnel exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its obligations and shall not be an excusable delay as defined in FAR 52.249-14.

**Section D - Packaging and Marking**

**WARRANTY NOTIFICATION FOR ITEM(S)\* ALTERNATE I (NAVSEA)(MAY 2019)** [*Modified by Buyer*]

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 with Change 1 dated 24 may 2018 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-\_\_\_\_\_\_\_\_ 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. \* Information to be completed in each Delivery Order, as applicable.

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

CLAUSES INCORPORATED BY REFERENCE

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

**52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA DEVIATION) (MAY 1993)** [*Modified by Buyer*]

(a) Definitions. As used in this clause – *Acceptance* means the act of an authorized representative of the Government by which the Government takes delivery of the supply, which is the repaired, mission-ready vessel that is subject to the availability.

*Defect* means any condition or characteristic in any warranty supplies or related incidental services furnished by Seller that are not in compliance with the requirements of this Contract.

*Essential performance requirements* means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; “essential performance requirements” does not include performance characteristics that are described as goals or objectives.

*Warranted supplies* mean the critical systems and work items specified in paragraph (b)(3) below, on which Seller or its subcontractors worked, and the related incidental services performed by Seller or its subcontractors under this Contract. The term does not include “data.”

(b) Seller’s Obligations.

(1) Seller warrants that, for 90 days after the Government’s acceptance of the vessel, all of the warranted supplies identified in paragraph (b)(3) below will be free from defects in material and workmanship, will conform with all design and manufacturing specifications and requirements of this Contract, and will conform to the essential performance requirements of the Contract; provided, however, that with respect to Government-furnished property relating to such warranted supplies, Seller’s warranty shall extend only to its proper installation, unless Seller performs some modification or other work on the property, in which case, Seller’s warranty shall extend to the modification or other work.

(2) Any warranty supply or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as the warranted supply initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced warranted supply.

(3) This special warranty applies only to the following specified critical systems and work items on which Seller or its subcontractors have worked under this Contract, and which are identified and discussed and effected by a bilateral modification to this Contract. [List *all relevant critical systems and work items covered by the special warranty. See foot note at the end of the clause*]

(4) If Seller or any subcontractor has a warranty for work performed or materials furnished relating to a warranted supply that exceeds the 90-day period, Seller warrants that the Government shall be entitled to rely upon the longer warranty until its expiration. Seller shall promptly notify Buyer, in writing of the longer period and applicable warranted supply, so Buyer can notify the Government as Buyer is required to do under Buyer’s prime contract.

(5) With respect to any warranted supply, and any individual work item related thereto, identified by Seller, Buyer or the Government as incomplete at the time of redelivery of the vessel, the special warranty period shall run from the date the item is completed.

(6) Seller shall not be obligated to correct or replace warranted supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to Seller by action of the Government or Buyer. In the event that correction or replacement has been directed, Seller shall promptly notify Buyer in writing of the non-availability, so that Buyer can notify the Government as Buyer is required to do under its prime contract.

(7) Seller shall also prepare and furnish data to Buyer so that Buyer can furnish the data to the Government applicable to any correction required on a warranted supply (including revision and updating of all affected data called for under this Contract) at no additional expense to Buyer or the Government. If Seller fails to prepare or furnish such data or should Buyer and/or the Government elect to not secure such data from Seller or another source, Seller shall pay costs reasonably incurred by Buyer and/or the Government in acquiring such data.

(8) When warranted supplies are returned to Seller, Seller shall bear the transportation costs from the place of delivery specified in the Contract (irrespective of the f.o.b. point or the point of acceptance) to Seller’s plant and return.

(9) This special warranty does not limit Buyer’s or the Government’s rights with respect to latent defects, fraud, or gross mistakes that amount to fraud.

(10) All implied warranties of merchantability and “fitness for a particular purpose” relating to the warranted supplies are excluded from any obligation contained in this Contract.

(11) In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date Seller is notified by Buyer, in writing, that the condition has been satisfied or waived.

(c) Remedies Available to Buyer and the Government.

(1) Notwithstanding any other clause, term, or condition of this Contract, including those pertaining to inspection and acceptance of supplies or services, in the event Buyer or the Government determines that Seller has breached the special warranty in paragraph (b)(1) of this clause, the following may occur.

(i) Seller may be required, at the place of performance specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at Buyer’s facilities or Seller’s plant, to correct or replace, at the Government’s election only, defective or nonconforming warranted supplies, at Seller’s own expense, but only to the limits stated in paragraph (b)(3) of this clause; or

(ii) Seller may be required to furnish, at the place of delivery specified by the Government to the Buyer (irrespective of the f.o.b. point or the point of acceptance) or ate Buyer’s facilities or Seller’s plant, the materials or parts and installation instructions required to successfully accomplish the correction, at Seller’s own expense, but only to the limits stated in paragraph (b)(3) of this clause.

(2) If the Government does not require correction or replacement of the defective or nonconforming warranted supplies by Seller, but instead has the correction or replacement performed by another source and charges Buyer, then Buyer may pass that charge on entirely to Seller.

(3) Seller’s obligation to correct or replace the defective warranty supply, or to agree to an equitable reduction in the amount owed to Seller, shall include responsibility for the costs of furnishing all labor and material to: (i) re-inspect warranted supplies that the Government reasonably expected to be defective; (ii) accomplish the required correction or replacement; and (iii) test, inspect, and mark repaired or replaced warranted supplies.

(4) The Government will specify the acceptable turnaround times for warranty corrective actions to be taken. When the turnaround times are not met by Seller, the Government will charge Buyer, who will then charge Seller for product replacement costs or the following liquidated damages for each defective item not corrected by Seller within the specified turnaround time. [For each critical item in the foregoing subparagraph (b)(3), required turnaround time and formula for assessment of liquidated damages shall be provided here.]

(5) The Government shall notify Buyer in writing in breach of the warranty in paragraph (b)(1) of this clause, and Buyer will pass on the breach notice to Seller, within the time period specified in Buyer’s prime contract, which is within 100 days after the Government’s acceptance of the vessel. Seller shall submit to Buyer a written recommendation within 4 days after receipt of the notice of breach as to the corrective action required to remedy the breach. After the notice of breach, but not later than 4 days after receipt of the Seller’s recommendation for corrective action, the Government may, unilaterally, direct correction or replacement as specified in paragraph (c)(1) of this clause, and Seller, shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that Seller did not breach the warranty in paragraph (b)(1) of this clause, Seller shall be equitably compensated. The failure of the Government or Buyer to so provide timely notice of the breach, however, shall not diminish any rights either would otherwise have under this clause or any term or condition of this Contract.

(6) If warranted supplies are corrected or replaced, the period of notification of a breach of Seller’s warranty in paragraph (b)(2) of this clause shall be 100 days after the date of delivery of the corrected or replaced warranted supply.

(7) The rights or remedies under this clause are in addition to, and do not limit, any rights afforded to Buyer or the Government by any other clause of the Contract.

(8) The failure of the Government or Buyer to assert their rights under this clause with respect to any particular breach or breaches of warranty provided herein shall not waive or otherwise diminish their rights with respect to any subsequent breach of warranty.

*Footnote 1: To be specified prior to the award of each delivery order*.

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

In case any work done or materials or supplies furnished by Seller under this Contract for any vessel, or the equipment thereof, shall within sixty (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 the Government; 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 sixty (60) days from the date of such correction or repair, whichever occurs first. Seller shall not be entitled any additional fee for this work.

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

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

**ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)** [*Modified by Buyer*]

(a) Performance under this contract may require that Seller have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. 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 restrictively marked data or software exclusively for the purposes of performance of the 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 properly restrictively marked. 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. The Government may unilaterally modify the prime contract to list those third parties with which the Buyer or Seller has agreement(s).

(b) Buyer 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 or 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 this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from Buyer or the Government through any means to which the Seller has access in the performance of this contract that contains restrictive markings.

(d) Seller agrees that it will promptly notify Buyer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Buyer representative seeking access to such information.

(e) Seller shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)** [*Modified by Buyer*]

(a) General

(1) Seller shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract 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 CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) Identification of Hazardous Wastes – The specifications of this contract identifies the types and amounts of hazardous wastes that are required to be removed by Seller, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Seller 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 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 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 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, Buyer 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 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 on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. Seller shall obtain obtain concurrence with the categorization of 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 the NSA 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 State in which the availability will be performed, Seller shall notify Buyer within 2 business days of receipt of written notification by the State.

**ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)** [*Modified by Buyer*]

(a) Buyer may increase the amount of property to be furnished under this contract and the contract shall be equitably adjusted to reflect such increase in accordance with procedures of the "Changes" clause of the contract.

(b) (1) As to all equipments listed identified in an attachment in Section J of this contract, which will be permanently installed or otherwise will be built into the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of equipments to be furnished and do not indicate the specific model or manufacturer's equipment that will be furnished. Buyer may furnish, without issuing a change under the "Changes" clause of the contract, other equipments bearing nomenclature and model designations which further define the specific equipment to be furnished and to further substitute other equipments with different nomenclature or model designations as long as they are geometrically congruent dimensionally, and mechanically and electrically interchangeable with the equipment identified in an attachment in Section J of this contract.

(2) As to all equipments identified in an attachment in Section J of this contract, which are portable in nature and require only means for stowage in the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of the equipments to be furnished. Buyer may furnish, without issuing any change under the "Changes" clause of the contract, other equipments bearing different AN nomenclature or other model designations as long as the equipments furnished are functionally interchangeable with the equipments identified in an attachment in Section J of the contract, and no changes in ship stowage provisions are required.

(c) Unless otherwise specifically directed by Buyer, nonreusable crates and other nonreusable packaging in which Buyer-furnished or Government Property is delivered to Seller shall become the property of Buyer upon removal of the packaged or crated material, in which event such crates and other packaging shall not be subject to the provisions of the clause of this contract entitled "Government Property".

(d) Any packaging or preparation for delivery or for other disposal of Government Property by Seller at the direction or authorization of Buyer pursuant to paragraph (j) of the clause of this contract entitled "Government Property" shall be provided for by change order and an appropriate adjustment shall be made in the contract price in accordance with the clause of the contract entitled "Changes".

Seller is required to maintain control of Government property in accordance with Federal Acquisition Regulation (FAR) Part 45 and Defense FAR Supplement (DFARS) Part 245. In addition to the requirements of FAR 45 and DFARS 245, Seller shall have an automated system for controlling Government property and Buyer-furnished property and the automated records shall constitute the official Government property control records. The automated system shall be sufficient to identify the location, quantity and hull assignment of all items of Government property and Buyer-furnished property from the time of receipt through issue for installation or disposition of the property from the Seller's facility. The automated system shall be equivalent, as a minimum, to the automated systems Seller uses to control Seller-owned property and material. Seller may include Government property and Buyer-furnished property in the same computer used to control Seller-owned property provided that separate records are kept for Government-owned, Buyer-owned and Seller-owned property. Seller shall provide the Government and Buyer a list of all items and quantities of their respective property accountable to this contract in the Seller's possession. The list shall be provided annually, or upon request, in automated format suitable for comparing Seller records of Government property and Buyer-furnished property with similar Government and Buyer records. The list shall be sorted in material categories defined by the Government and Buyer and shall include data elements specified by the Government and Buyer.

**Section F - Deliveries or Performance**

**CLAUSES INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government)  |
| 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984) |
| 52.211-11  | LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) |

**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.

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

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

### 5252.227-9113 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, 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) (NAVSEA) (JAN 1983) INCORPORATED BY REFERENCE**

**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).

**Section I - Contract Clauses**

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Procurement Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government’s solicitation clauses to the terms used in NASSCO’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/Vfdfar1.htm>

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

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

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

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

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

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

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

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

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

**Note 6 – Insert “and Buyer” after “Contracting Officer”.**

**Note 7 – Insert “or Buyer’s Procurement Representative” after “Contracting Officer”.**

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

**NUMBER TITLE NOTE DATE**

**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 CONVENANT 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
*Clause applies if the Contract value exceeds $150,000 and Note 2 applies for (b)(4) when the Government exercises its rights and
remedies against Buyer as a result of any kickback given by Seller.*

**52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY** MAY 2014
*Note 3 applies to (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 illegal or improper activity done 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.*

**52.203-14 DISPLAY OF HOTLINE POSTERS** OCT 2015

**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

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER** MAY 2011
*Note 3 applies to (b).*

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

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR 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 and fulfill its reporting obligations under this clause. No Note applies.***52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO AUG 2020 SURVEILLANCE SERVICES OR EQUIPMENT**

**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 notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.*

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

**52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** DEC 2014*Note 3 applies*

**52.211-5 MATERIAL REQUIREMENTS** AUG 2000
*Note 2 applies to (d) and (e).*

**52.211-6 BRAND NAME OR EQUAL** AUG 1999

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

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

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

**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. Note 4 applies.
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

**52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS** OCT 2010
*Applies if this Contract exceeds $750,000 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**
*Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.* OCT 1997

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR
PRICING DATA-MODIFICATIONS**  OCT 2010
*Note 5 applies.*

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS** OCT 2014
*The plan should be provided to Buyer*.

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN** OCT 2014

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION** JUL 2013

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

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS** JUL 1990

**52.222-3 CONVICT LABOR** JUN 2003
*No Note 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 for (d) 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

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES** APR 2015
*No Note applies.*

**52.222-26 EQUAL OPPORTUNITY** APR 2015
*Applies to Contract with value of $10,000 or more. Note 7 applies to (c)(3) and (c)(5).*

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS** JUL 2014
*Applies to Contract with value of $100,000 or more*.

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

**52.222-37 EMPLOYMENT REPORTS ON VETERANS** JUL 2014
*Applies if Contract value equals or exceeds $150,000.* *Seller is to provide its report to Buyer so that Buyer
can incorporate it as part of Buyer’s own reporting obligations with respect to this clause. Note 5 applies.*

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** DEC 2010
*No Note applies*.

**52.222-50 COMBATING TRAFFICKING IN PERSONS** MAR 2015
*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.*

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA** JAN 1997

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

**52.223-6 DRUG-FREE WORKPLACE** MAY 2001
*Note 5 applies except Note 4 applies in (d).*

**52.223-10 WASTE REDUCTION PROGRAM** MAY 2011

**52.223-11 OZONE-DEPLETING SUBSTANCES** MAY 2001

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

**52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS** DEC 2007

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** AUG 2011
*No Note applies.*

**52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS** MAY 2011

**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).*

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

**52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES** MAY 2014

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

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

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

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** OCT 2004
*No Note applies.*

**52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III** DEC 1994

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIMENT AND VEGETATION** APR 1984

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

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

**52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS** JAN 1997

**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

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

**52.244-2 SUBCONTRACTS** OCT 2010
*Note 5 applies. Buyer acts as the intermediary for the Government*.

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

**52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS** APR 2015
*No Note applies.*

**52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS** JUN 2003

**52.248-1 VALUE ENGINEERING** OCT 2010

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

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

**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

**52.249-14 EXCUSABLE DELAYS** APR 1984

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

**52.252-2 CLAUSES INCORPORATED BY REFERENCE** FEB 1998

**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** DEC 2008
**CONTRACT-RELATED FELONIES**
*Applies if this Contract exceeds $150,000. 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

**252.203-7004 DISPLAY OF HOTLINE POSTERS** JAN 2015

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

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** APR 1992
*No Note applies.*

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

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS** OCT 2016

*Note 7 applies.*

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** DEC 2015

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR** [**LITIGATION SUPPORT**](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=cd15cabf14aa94e3297b21e5e5e0bef6&term_occur=1&term_src=Title:48:Chapter:2:Subchapter:H:Part:252:Subpart:252.2:252.204-7015)FEB 2014

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** DEC 2014

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY** DEC 2014
*Note 5 applies for (b)*.

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

**252.211-7000 ACQUISTION STREAMLINING** OCT 2010

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION** DEC 2013

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

**252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION** SEP 2011

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

**252.215-7000 PRICING ADJUSTMENTS** DEC 2012

**252.217-7003 CHANGES** DEC 1991

**252.217-7004 JOB ORDERS AND COMPENSATION** MAY 2006

**252.217-7005 INSPECTION AND MANNER OF DOING WORK** JUL 2009

**252.217-7006 TITLE** DEC 1991

**252.217-7008 BONDS** DEC 1991

**252.217-7009 DEFAULT** DEC 1991

**252.217-7010 PERFORMANCE** JUL 2009

**252.217-7013 GUARANTEES** DEC 1991

**252.217-7015 SAFETY AND HEALTH** DEC 1991

**252.217-7016 PLANT PROTECTION** DEC 1991

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

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)** OCT 2014

**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, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS** SEP 2014

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

**252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM – BASIC** NOV 2014

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

**252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND** OCT 2010
**CANADA--SUBMISSION AFTER AWARD***Note 5 applies*.

*Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada per 252.225-7003 (OCT 2015)*

**252.225-7008 RESTRICTION ON ACQUISITION OF** **SPECIALTY METALS** MAR 2013 *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

**252.225-7013 DUTY-FREE – BASIC** NOV 2014

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

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

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

**252.225-7021 TRADE AGREEMENTS—BASIC** OCT 2015

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

**252.224-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE** DEC 2006

**252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT – BALANCE OF PAYMENTS** NOV 2014

**252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS** JUN 2005

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

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES,

AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS SEP 2004

252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS FEB 2014
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.

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.

252.227-7025 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.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT FEB 2014
No Note applies.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT MAR 2000
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA JUN 2013
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES** DEC 1991
*No Note applies*.

**252.232-7010 LEVIES ON CONTRACT PAYMENTS** DEC 2006
*Note 2 applies*.

**252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM** MAY 2011

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

**252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION** FEB 2012

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS** DEC 1991
*Note 5 applies*.

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** DEC 2012
*Note 5 applies*.

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

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

**252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS** MAY 1995

**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
*Note 5 applies.*

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES** AUG 2012