

**NATIONAL STEEL AND SHIPBUILDING COMPANY
SPECIAL TERMS AND CONDITIONS
USS COMSTOCK REPAIR PROGRAM
N00024-21-C-4405**

The FAR and DFARS clauses referenced herein are incorporated by reference and are applicable to Seller as though fully expressed in the text of this document. Incorporation of these clauses grant no rights to Seller against the Government, and reference to a "Dispute" clause shall mean the Dispute provision of Seller's agreement with Buyer.

Seller agrees that upon Buyer's request, Seller will negotiate in good faith any amendments to, or additions or deletion of, the provisions set forth in this Prime Contract Flow Downs document.

PROVISIONS FLOWED DOWN IN FULL TEXT

IDENTIFICATION OF CONDITION FOUND [modified by Buyer]

In accordance with the requirements of NAVSEA Standard Item 009-01, Seller shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing Contract Work. For conditions to impact the critical path(s) /controlling item(s), Seller shall notify Buyer's Procurement Representative via electronic media 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 Seller's professional recommendation for resolution, which shall not exceed three (3) calendar days as specified below. Recommended repairs and corrective actions shall be submitted to Buyer in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work") and per CDRL A002 (if applicable).

(End of text)

DELAYS / DISRUPTIONS

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. A minor delay is defined as eight (8) hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under this contract. If, during contract performance, delays greater than those indicated above are encountered, the Contractor shall immediately verbally notify the Buyer's Procurement Representative, followed by a written statement within 8 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, action taken to minimize impact, and the names of the Buyer personnel contacted.

(End of text)

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012) [modified by Buyer]

- (a) Seller employees shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
- (b) 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. Seller whose employee is injured on site shall notify SEA 04RS, Safety Office, via the COR and Buyer.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor 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's employees will have

received training from Seller on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Seller 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 Seller from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(End of text)

C-211-H001 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.

(End of text)

C-211-H002 DRY-DOCK CERTIFICATION (NAVSEA) (OCT 2018)

The dry-docking of all vessels 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 dated 18 November 2016. A copy of Standard Item (SI) 009-01 can be obtained from the internet by going to <http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-01.

(End of text)

C-211-H008 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.

(End of text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(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 unless specifically identified below.

None

(End of text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) [modified by Buyer]

Seller may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to Buyer or the Government. Seller shall 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 of its request to update by Buyer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019) [modified by Buyer]

(a) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of Seller's workers.

(b) Seller shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by Seller or its subcontractors in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

C-217-H005 GROWTH AND NEW WORK (NAVSEA) (JAN 2019) [modified by Buyer]

(a) Seller is required to notify Buyer's Procurement Representative via email regarding growth and new work within 10 days of discovery:

(1) of any apparent errors or omissions in the contract or description of the Contract Work (SF 33, specifications, drawings, etc.); and,

(2) of any/all conflicts between the contract package and actual conditions observed during ship check(s) and/or contract execution.

- (b) Growth work is synonymous with over and above work, which is described in DFARS 252.217-7028, Over and Above Work and it provides the process for adjudication.
- (c) New work is distinguished from over and above work and is outside the scope of the competitively procured requirement. New work will be approved in accordance with FAR Part 6 and associated policies and procedures.
- (d) Buyer will NOT negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably apparent to the contractor prior to proposal submission.

(End of Text)

C-222-H001 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.
 - (i) 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 52.2496), 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.

(End of text)

C-222-H002 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.

(End of text)

C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019) [modified by Buyer]

(a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent

in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) Seller, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) Seller shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Seller, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, Seller shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) Seller shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(5) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(6) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(7) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

[C-223-H004 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.

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018) [modified by Buyer]

(a) Seller shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. Seller shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system and shall simultaneously provide all such information to Buyer.

(b) Seller shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "Seller" shall be changed to "subcontractor."

(c) Seller shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) Seller shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) 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>

(End of text)

C-227-H009 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.

(End of text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018) [modified by Buyer]

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 Buyer and the Government, or other contractors with Buyer or the Government (and these other contractor's subcontractors, and officers, employees, and associates of offerors on other contemplated work), admission to access to the vessel and Seller's work areas thereon without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

C-233-H002 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--ALTERNATE I
(NAVSEA) (OCT 2018) [modified by Buyer]

(a) For the purposes of this requirement, the term “change” includes not only a change that is made pursuant to a written order designated as a “change order” but also (i) an engineering change proposed by Buyer or Seller pursuant to other requirements of this contract and (ii) any act or omission to act on the part of Buyer in respect of which a request is made for equitable adjustment under the “Changes” clause or any other article or requirement of this contract.

(b) Whenever Seller requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect of a change made pursuant to a written order designated as a “change order” or in respect of a proposed engineering change and whenever Seller requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of Buyer, the proposal supporting such request shall include 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 identifiable 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 identifiable 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 which is substituted or added by the change. A list of identifiable 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 disruption attributable solely to the change; which description shall include the following information:

- (i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;
- (ii) The calendar period of time during which disruption occurred, or may occur;
- (iii) Area(s) of the Contractor’s operations where disruption occurred, or may occur;
- (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
- (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
- (vi) Description of any measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work or increased costs attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the nature of the alleged Buyer or Government act or omission, when the alleged act or omission occurred, and the “casual” relationship between the alleged act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

(c) Each proposal submitted in accordance with this requirement shall include a copy of Seller's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that Seller may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, Seller is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to Seller.

(e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Buyer or Contracting Officer shall require with respect to each individual claim item, and shall be in sufficient detail to permit the Buyer or Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

(End of text)

C-233-H003 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018) [modified by Buyer]

(a) Whenever Seller, after receipt of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change under the clause entitled "Notification Of Changes", 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 it will execute a release, in form and substance satisfactory to Buyer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge Buyer, its customer, officers, agents, subcontractors 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.

(End of text)

C-245-H001 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".

(e) 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.

(End of text)

C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019) [modified by Buyer]

(a) Contract Specifications. Buyer will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. Buyer will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. Buyer shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to Seller need not be in any particular format. Further, Buyer reserves the right to revise the listing of GFI as follows:

(1) Buyer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
- (ii) add items of data or information to the attachment identified in Section J; or
- (iii) establish or revise due dates for items of data or information in Section J.

(2) If any action taken by the Buyer 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 work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(d) Except for the data specified by paragraphs (a), (b), and (c) above, Buyer will not be obligated to furnish Seller any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. Buyer 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 contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or

(2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

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

(End of text)

C-245-H009 DISPOSAL OF SCRAP (NAVSEA) (JAN 2019) [modified by Buyer]

(a) All scrap resulting from accomplishment of work under this contract is the property of Buyer to be disposed as it sees fit unless Buyer disposes Seller with the scrap. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for Buyer.

(b) As consideration for dispositioning scrap to Seller, Seller's price for the performance of the work required herein shall be a net price reflecting the value of the scrap.

(c) This requirement is not intended to conflict in any way with the clause of this contract entitled "Performance" (DFARS 252.217-7010) or any Government Property clause, nor does it relieve Seller of any other requirement under such clauses.

(End of text)

C-245-H010 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (JAN 2019) [modified by Buyer]

No former Government or Buyer surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless such property is approved in writing by Buyer. Seller agrees that all such property shall comply in all respects with the specifications contained herein.

(End of text)

C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018) [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.

(End of text)

C-246-H004 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (JAN 2019) [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, 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 Seller is using commercial facilities to satisfy the berthing requirement, 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, (*insert names of Subcontractor providing berthing facilities*) 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.

(End of text)

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

(End of text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018) [modified by Buyer]

All reports delivered by Seller to Buyer for delivery to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor: CAPT Kevin P. Byrne, Program Manager
(Name of Individual Sponsor)
Deputy Commander for the Surface Warfare, SEA 21
(Name of Requiring Activity)
Washington Navy Yard, DC
(City and State)

(End of text)

D-247-H005 MARKING AND PACKING LIST(S) – ALTERNATE I (NAVSEA) (OCT 2018) [modified by Buyer]

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.

(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 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.

(c) 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) (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.

(End of text)

E-246-H010 TESTS AND TRIALS--BASIC (NAVSEA) (OCT 2018) [modified by Buyer]

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of Buyer, Seller and the Government on board to determine whether or not the work done by Seller has been satisfactorily performed. Seller shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and Seller shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

(End of text)

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018) [modified by Buyer]

Seller shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 “Quality Management Systems – Requirements” 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 for review. Existing quality documents that meet the requirements of this contract may continue to be used. Buyer may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. Seller shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of Buyer. Buyer reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018) [modified by Buyer]

(a) Delayed Opening, Early Dismissal and Closure of Government Facilities or Vessel. When a Government facility or Vessel has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. Seller shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Seller personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Seller is responsible for predetermining and disclosing to Buyer’s Procurement Representative the Seller’s charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company’s established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Buyer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and Seller's established accounting policy and procedures.

(End of text)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2) [modified by Buyer]

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

<https://www.acquisition.gov/far/>

(End of text)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

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 be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a dispute 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/>

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.

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services—Fixed Price	AUGE 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7013	Guarantees	DEC 1991
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.204-19	Incorporation by Reference of Representations and Certs	DEC 2014
252.204-7000	Disclosure of Information	OCT 2016
252.222-7006	Restrictions on Use of Mandatory Arbitration Agreements	DEC 2010

NUMBER	TITLE NOTE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
<u>Note 3 applies in (c) and (d).</u>		
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
<u>Note 3 applies in (a).</u>		
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEPT 2006
<u>Applies if the Contract value exceeds \$150,000.</u>		
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
<u>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.</u>		
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
<u>Note 4 applies for (a), (b) and (c).</u>		
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
<u>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.</u>		
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
<u>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.</u>		
52.203-13	CONTRACTOR CODE OF BUSINESS CONDUCT	OCT 2015
<u>Applies if the Contract value exceeds \$5,500,000 and where the contract period of performance is more than 120 days.</u>		
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	
<i>Note 3 applies to (b).</i>		JAN 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
<i>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).</i>		
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS	OCT 2018
<i>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).</i>		
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2018
<i>Applies to Seller unless work performed consists exclusively of commercial off-the-shelf items.</i>		
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LABS AND OTHER COVERED ENTITIES	JUL 2018
<i>Note 5 applies.</i>		
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
<i>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.</i>		
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.210-5	MATERIAL REQUIREMENTS	AUG 2000
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
<i>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.</i>		
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS	AUG 2011
<i>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.</i>		

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
<u>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.</u>		
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
<u>Except paragraph (b). Note 5 applies.</u>		
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
<u>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</u>		
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
<u>Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.</u>		
52.215-19 ALT II	NOTIFICATIONS OF OWNERSHIP CHANGES (AUG 2018) ALT II	NOV 2016
<u>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</u>		
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
<u>Note 5 applies.</u>		
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
<u>Does not apply to small businesses. Note 5 applies.</u>		
52.219-9 ALT II	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALT II	NOV 2016
<u>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.</u>		
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
<u>Note 5 applies.</u>		
52.222-3	CONVICT LABOR	JUN 2003
<u>Note 5 applies.</u>		
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION	MAY 2018
<u>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</u>		
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2018
<u>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</u>		
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
<u>Applies when Contract exceeds or may exceed \$15,000.</u>		
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
<u>Applies to Contract with value in excess of \$10,000. Note 7 applies to (c)(3) and (c)(5).</u>		
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
<u>Applies if Contract value is \$100,000 or more. Note 5 applies.</u>		
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
<u>Applies if Contract value equals or exceeds \$15,000.</u>		

52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
<i>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>		
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
<i>Applies if Contract value that exceeds \$10,000.</i>		
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
<i>Note 5 applies except in (e) where Note 4 applies.</i>		
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
<i>Applies if this Contract exceeds \$3,000.</i>		
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
<i>Note 5 applies. Except Note 4 applies in (d).</i>		
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016
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
<i>Applies if Contract value exceeds \$3,000. Note 5 applies.</i>		
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
<i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>		

52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
<u>Note 2 applies to (g).</u>		
52.229-4	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
<u>Buyer's Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).</u>		
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
<u>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.</u>		
52.233-3	PROTEST AFTER AWARD	AUG 1996
<u>Note 2 applies except in (e) where Note 3 applies.</u>		
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT	SEP 2016
<u>Note 2 applies.</u>		
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
<u>Note 5 applies to (a)(2).</u>		
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
<u>Note 2 applies.</u>		
52.243-1	CHANGES—FIXED PRICE	AUG 1987
<u>Note 2 applies.</u>		
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
<u>Note 2 applies if the Prime Contract requires change order accounting.</u>		
52.244-2	SUBCONTRACTS	OCT 2010
<u>Notes 1 and 2 apply.</u>		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019
<u>Note 2 applies.</u>		
52.245-1	GOVERNMENT PROPERTY (JAN 2017) ALT I	APR 2012

<u>Note 5 applies.</u>		
52.245-9	USE AND CHARGES	APR 2012
<u>Note 5 applies.</u>		
52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB 2006
<u>Note 5 applies.</u>		
52.248-1	VALUE ENGINEERING	OCT 2010
<u>Applies if the Contract value exceeds \$150,000; Note 5 applies.</u>		
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
<u>Clause is applicable when Government terminates the Prime Contract.</u>		
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
<u>Clause is applicable when the Government terminates the Prime Contract.</u>		
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEPT 2011
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC 2008
<u>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.</u>		
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012
<u>Applies when FAR 52.203-13 applies to this Contract.</u>		
252.203-7004	DISPLAY OF HOTLINE POSTERS	MAY 2019
<u>Applies in lieu of FAR 52.203-14; applies to contracts for non-commercial services or items in excess of \$5.5M in value..</u>		
252.204-7000	DISCLOSURE OF INFORMATION	OCT 2016
<u>Note 2 applies.</u>		
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB 2019

252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT 2016
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT 2015
<u>Note 5 applies for (b).</u>		
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR 2016
252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	MAR 2018
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG 2012
<u>Applies if this Contract requires Government property in Seller's possession to contain unique item identification.</u>		
252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
252.217-7028	OVER AND ABOVE WORK	DEC 1991
<u>Notes 1 and 2 apply.</u>		
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	AUG 2012
<u>Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g). Note 5 applies.</u>		
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
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
<u>Note 2 applies.</u>		

252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC 2017
<u>Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1.</u>		
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2017
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT 2015
<u>Note 5 applies.</u>		
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	OCT 2014
<u>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</u>		
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC 2017
252.225-7013	DUTY-FREE ENTRY	MAY 2016
<u>Note 5 applies.</u>		
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	DEC 2017
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC 2009
<u>Note 5 applies for (d).</u>		
252.224-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7038	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	DEC 2018
252.225-7048	EXPORT-CONTROLLED ITEMS	JUN 2013
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP 2004
<u>Applies if this Contract exceeds \$500,000. Note 5 applies.</u>		
252.227-7013	RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS	FEB 2014
<u>Note 5 applies.</u>		
252.227-7015	TECHNICAL DATA—COMMERCIAL ITEMS	FEB 2014
<u>The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</u>		

252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN 2011
<u>Note 5 applies.</u>		
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY 2013
<u>The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.</u>		
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR 2000
<u>Note 5 applies.</u>		
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP 2016
<u>Note 5 applies.</u>		
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012
<u>Note 5 applies.</u>		
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2013
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	MAY 2014
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013
<u>Note 5 applies.</u>		
252.247-7021	RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY 1985
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	FEB 2019
<u>Note 5 applies.</u>		
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR 2000
<u>Notes 1 and 2 apply.</u>		
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	
<u>Notes 1 and 2 apply.</u>		