

**NATIONAL STEEL AND SHIPBUILDING COMPANY**  
**SPECIAL TERMS AND CONDITIONS**  
**LCS IDIQ MAC PROGRAM**  
**N00024-18-D-4327**

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

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

### **DEFINITIONS**

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

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

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

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

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

**TRAVEL COSTS** *[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.

**WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)** *[Modified by Buyer]*

(a) Seller shall not charge, and Buyer shall not pay, as an allowable cost under this Contract, any man-hour costs (whether straight-time or overtime) for Seller personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Facility designated in the SOW for performance of the Contract Work.

(b) Workers being paid under this Contract will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government provided requirements or as specified by Buyer.

Additionally, Seller shall not charge, and Buyer shall not pay, any transportation costs under this Contract associated with transporting Seller's personnel between the Facility designated in the SOW and any other worksite to perform ship repair, maintenance or modernization.

Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by Seller on behalf of the work force.

**Section C – Descriptions and Specifications**

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

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

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

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

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

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

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

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

The Navy is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in the Contractor's proposal. The Contractor will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

#### **FIRE DRILL** [Modified by Buyer]

The Contractor may be required to participate in a full scale fire drill with the Buyer and Naval Supervising Authority within the first 30 days after the ship's arrival at the Seller's facility. The drill will include at a minimum the requirements of the drill specified in NSI 009-07 (Confined Space Entry, Certification, Fire Prevention and Housekeeping; accomplish), NSIs 009-08 (Shipboard Fire Protection and Fire Prevention; accomplish), and 009-74 (Occupational, Safety and Health Plan; accomplish). For the Contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the selected day. As part of the drill, the Contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, support the drill with any firefighting personnel/company emergency procedures. An additional fire drill may be required if the availability exceeds 180 days. All costs associated with drill and production time losses shall be included in Contractor's price.

#### **DELAY/DISRUPTION** [Modified by Buyer]

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

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

#### **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.

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

#### **INDEMNIFICATION FOR ACCESS TO VESSEL (DEC 2018)**

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

#### **ACCESS TO THE VESSEL(S) (AT) (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 applicable 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 applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

#### **ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (APR 2019)** [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. The Seller shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Seller desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is

required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the Buyer Procurement Representative, 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 must be performed at all points of entry to the Seller's facilities or by a site supervisor for work performed on vessels outside the Seller'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 the Buyer Procurement Representative.

(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, 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 Seller, 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 from Buyer, Seller must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries. Such approval is subject to approval by the Government.

(d) The Seller shall fully comply with approved ACPs. Noncompliance by the Seller or subcontractor serves to cancel any authorization previously granted, in which case the 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 Procurement Representative that the Government's interests are protected. Further, the Buyer and the Government reserve the right to cancel previously granted authority when such cancellation is determined to be in 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 the Buyer Procurement Representative 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) In the event the Contractor 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.

(f) The same restriction as in paragraph (e) above applies to other non-U.S. citizens who have access to the Seller's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

#### **DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)**

(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 the Government or by Buyer or Seller and (ii) any act or omission to act on the part of the Government or 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 with respect to a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change, or whenever Seller requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government or 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 the 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 Seller'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 Buyer or Government act or omission occurred, and the "causal" relationship between the alleged act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
- (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 the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal submitted in accordance with this requirement shall include a copy of the 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) above. Accordingly, the Seller is 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. 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 subparagraphs (b) hereof.

#### **ADDITIONAL REQUIREMENTS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)**

(a) For purposes of paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1 or an alternate thereof) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel.

(b) For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel.

#### **APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) [Modified by Buyer]**

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

#### **PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019) [Modified by Buyer]**

(a) Seller shall exercise reasonable care, as agreed upon with the Buyer, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Buyer and the Seller prior to work on the vessel by the Seller.

(b) 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 the Seller's workmen.

(c) The 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 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 Buyer.

#### **COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990) [Modified by Buyer]**

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

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

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

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

(a) Seller agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. Seller warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

(f) Any limited rights legends or other allowed legends placed by Seller on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **SAFETY, HEALTH AND FIRE REQUIREMENTS FOR SHIP REPAIR (NAVSEA) (JAN 2019) [Modified by Buyer]**

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). 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 Contractor from any obligations which it may have for compliance with the aforesaid regulations.

#### **DISPOSAL OF SCRAP (NAVSEA) (JAN 2019) [Modified by Buyer]**

All Government scrap resulting from accomplishment of any Contract Work is the property of Buyer to be disposed of as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for recovery value of its basic material content. The determination as to which materials are considered scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Government Property Administrator for the cognizant SUPSHIP or RMC Office. As consideration for retaining the Government's scrap, Buyer's price and Seller's price for the performance of the Contract Work required herein shall be a net price reflecting the value of the Government scrap. This requirement is not

intended to conflict in any way with the clauses of this Contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1), nor does it relieve Seller of any other requirement under such clauses.

**ON-SITE SAFETY REQUIREMENT (NAVSEA) (OCT 2018)** [Modified by Buyer]

(a) The Contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Buyer Procurement Representative to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided by Buyer or the respective safety office for that Government location. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the Buyer Procurement Representative.

(c) Contractors whose employees perform work within 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 the safety office via the Buyer Procurement Representative 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the respective safety office for that Government location to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

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

**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) The 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, the Contractor 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. Seller 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) Seller 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.

(6) 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.

(7) The Seller 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.

(8) 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, and to Buyer. 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.

#### **BLACK OXIDE COATED THREADED FASTENERS (BOCTFs)**

Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in 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
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 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.
- (8) 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.

#### **RESTRICTIONS ON USE OF YELLOW MATERIAL (NAVSEA) (OCT 2018)**

Yellow colored items are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored



waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from the Shipyard.

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

Seller shall extend to Buyer so that Buyer can extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost. Seller shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive Buyer's or the Government's rights under the "Inspection" clause, nor does it limit Buyer's or the Government's rights with regard to other terms and conditions of the Contract. In the event of a conflict, the terms and conditions of the Contract shall take precedence over the standard commercial warranty.

**GOVERNMENT SURPLUS PROPERTY (NAVSEA) (JAN 2019) [Modified by Buyer]**

No former Government 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 or the Government's Contracting Officer. Seller agrees that all such property shall comply with the specifications contained herein.

**RESTRICTIONS ON K-MONEL MATERIAL (NAVSEA) (OCT 2018)**

(a) All K-Monel material (components or end items) furnished under this order must be manufactured from K-Monel material meeting the requirements of QQ-N-286 Revision G. In addition, vendors must request written approval to submit any Special Metals Corporation, formerly known as Huntington Alloys Corporation material provided from the heat numbers listed below to an earlier Revision, i.e. Revision F. The vendor of any such material must also retest material to the test methods listed below. The vendor shall not use any material from the suspect heats, unless it has received written approval from the Government to do so. Government rejection of such material shall not be cause for any form of contract adjustment. Vendor must document the hardness results (e.g. HRC) being taken and when specified in paragraph (b)(2)(ii), shall perform a quantitative chemistry sample to determine aluminum concentration and record those results on the Certificate of Conformance and submit them in accordance with the CDRL for evaluation and final retention.

List of Suspect Special Metals Corporation K-Monel Heat Numbers

M00J6KG	M00J7KG	M01J1KG	M02J8KG
M02J9KG	M03J8KG	M04J2KG	M04J6KG
M04J7KG	M06J5KG	M06J8KG	M11J2KG
M11J3KG	M11J4KG	M11J5KG	M15J6KG
M17J2KG	M17J3KG	M17J4KG	M18J7KG
M19J7KG	M21J2KG	M22J7KG	M22J8KG
M23J2KG	M24J5KG	M26J8KG	M26J9KG
M27J9KG	M28J4KG	M30J9KG	M31J9KG
M33J7KG	M34H4KG	M35H0KG	M35J0KG
M35J7KG	M35H8KG	M36H7KG	M36J2KG
M36J3KG	M37J4KG	M39J3KG	M41J1KG
M41J2KG	M41H3KG	M41J3KG	M41J7KG
M41J8KG	M44J4KG	M44J6KG	M45J2KG
M45J8KG	M45J9KG	M46J7KG	M52H9KG
M61J8KG	M61J9KG	M62J5KG	M64J4KG
M64J5KG	M64J6KG	M67H2KG	M67J4KG
M69J1KG	M70J6KG	M73J4KG	M76H6KG
M80H2KG	M80H3KG	M84H9KG	M85H0KG
M88H6KG	M88H7KG	M89H5KG	M89H6KG
M92H0KG	M95H7KG	M97H8KG	M99H3KG

(b) Test Methods for Evaluating Suspect Special Metals Corporation K-Monel Heat Numbers. Acceptability of any K-Monel material manufactured from the 80 suspect heats listed in paragraph (a) may be demonstrated as follows:

(1) For Bar Stock, Forgings, Finished Parts and Fasteners: Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on each end of bar stock and larger items. The average of three (3) hardness tests per end is required, if space permits.

(i) If average hardness (per end) > HRC 25 the material is satisfactory as is. No further testing is required.

(ii) If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24), obtain a quantitative chemistry sample and determine aluminum concentration.

(A) If aluminum concentration is >2.7%, material is compliant with the mechanical requirements of QQ-N-286 and is acceptable.

(B) If aluminum concentration is <2.7%, submit results in accordance with the CDRL for evaluation of acceptability.

(iii) Rejected material shall not be provided under this or any other DoD contract.

Note (1): For unaged bar, the aluminum content shall be determined in accordance with paragraph (b)(1)(ii) above. Hardness tests are not applicable.

Note (2): Finished parts and Fasteners need not be retested when parts are machined, with no further heat treatment, from annealed and age hardened parent bar stock that was previously proven acceptable per above.

Caution: When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

(2) For Assemblies: Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on any exposed/accessible surface. The average of three (3) hardness tests per end is required, if space permits.

(i) If average hardness > HRC 25 the material is satisfactory as is. No further testing is required.

(ii) If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24) obtain a quantitative chemistry sample and determine aluminum concentration.

(A) If aluminum concentration is >2.7%, material is considered compliant with the mechanical requirements of QQ-N-286 and is acceptable.

(B) If aluminum concentration is <2.7%, submit results in accordance with the CDRL for evaluation of and acceptability

(iii) Rejected material cannot be provided under this or any other DoD contract.

Note: Suspect K-Monel material within an assembled component that is inaccessible and cannot be tested shall be addressed separately. Information including the Special Metals heat and lot number along with any available heat treatment information and chemical and mechanical test results for the lot shall also be provided and will attempt to disposition the material based on the information provided and other data available for the lots or heats in question.

Caution: When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

Additional Notes:

1. Material can be determined acceptable when existing product data includes testing of 100% of the material and the results demonstrate hardness greater than 25 and less than 35 Rockwell C. Sample inspection of the material is not acceptable.
2. If the above testing is performed in a scale other than HRC (e.g. Brinell), the results shall be converted to an equivalent HRC. Where hardness readings are taken in a scale other than Rockwell C, the base hardness reading shall be provided along with the Rockwell C equivalent.
3. Where testing is required, products less than 100 lbs. need only be tested at one end. Products 100 lbs. or greater must be tested on both ends.
4. In the event that K-Monel material does not meet the above hardness or chemistry requirements, the material shall be put on hold as non-conforming. The Government will provide those results to NSLC/NAVICP for further evaluation as part of the ongoing K-Monel investigation.

**INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019) [Modified by Buyer]**

(a) Contract Specifications. Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents and other documentation as described in paragraph (e) below.

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

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated in the Buyer-generated purchase specifications. Buyer shall furnish only the GFI identified in Buyer-generated purchase specifications. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI. If any action taken by the Government's Contracting Officer pursuant to subparagraph such revision causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the information and data specified by paragraphs (a), (b), and (c) above, the Buyer and Government will not be obligated to furnish Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed the Buyer-generated purchase specification, the clause of this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this Contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the specifications. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <https://assist.dla.mil/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 specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

#### **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

#### **UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) [Modified by Buyer]**

The contractor 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 the Buyer. The contractor should submit update requests to Buyer’s Procurement Representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Buyer’s Procurement Representative. Any approved alternate specifications or standards will be incorporated into the contract.

#### **NON SMOKING POLICY**

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

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

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

#### **CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

- (a) Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
- (b) Sellers are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Sellers who are injured on site shall notify SEA 04RS, Safety Office, via the COR.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a Seller operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that Seller employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.
- (d) Sellers whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.
- (e) Any Seller employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

#### **Section D - Packaging and Marking**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the Contract. All classified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

#### **CLAUSES INCORPORATED BY FULL TEXT [Modified by Buyer]**

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

**WARRANTY NOTIFICATION FOR ITEM(S) \* - ALTERNATE I (NAVSEA) (APR 2015)**

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

THIS ITEM WARRANTED UNDER CONTRACT  
N00024-18-D-4327 TO CONFORM TO DESIGN,  
MANUFACTURING, AND PERFORMANCE REQUIREMENTS  
AND BE FREE FROM DEFECTS IN MATERIAL AND  
WORKMANSHIP FOR \_\_\_\_\_ FROM  
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE  
NOTIFY \_\_\_\_\_ AND PCO.

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

**MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (OCT 2018)**

(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 the Contractor 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) 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.

**PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

**UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018)**

a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED WITH THE PROJECT MANAGER." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

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

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

52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ANSI/ISO/ASQ 9001-2015. Contractor shall comply with the updated FY23 CH-1 NAVSEA Standard Item 009-04.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

- (2) When the technical requirements of a subcontract require--
  - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
  - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

#### **QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)**

The Contractor 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 the Buyer and Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Buyer or Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor 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 the Buyer. The Buyer reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements

#### **CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)**

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST3960.16 (series).

(2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

(b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

(1) ANSI/NCCL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

(c) ISO/IEC 17025:2017 and ANSI/NCCL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCCL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

(d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCCL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.

(e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

(f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at

[NAVSEA\\_METCAL\\_INSERVICE@us.navy.mil](mailto:NAVSEA_METCAL_INSERVICE@us.navy.mil), to begin the Navy certification process.

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

In case any Contract Work done or materials or supplies furnished by Seller under this Contract for any Vessel, or the equipment thereof, shall

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

**INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019) [Modified by Buyer]**

Inspection and test records shall, as a minimum, indicate the nature and the observations, number of observations made, and the number and type of deficiencies found. Data included in section and test records shall be completed and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Buyer, contracting Officer or designated Government representative.

**CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. \_\_\_\_\_ via \_\_\_\_ [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution:

Signature:

Typed Name:

Title:

(End of text)

**Section F - Deliveries or Performance**

**PLACE OF PERFORMANCE**

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

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

**CLAUSES INCORPORATED BY REFERENCE**

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
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)

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

**Section H - Special Requirements**

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

(a) 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.

(b) 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.

(c) 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.

#### **IDENTIFICATION OF CONDITION FOUND** *[Modified by Buyer]*

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

#### **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 "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, if required by Buyer and/or the Government's Contracting Officer, it will execute a release, in form and substance satisfactory to Buyer and/or the Government's Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge Buyer and the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

#### **INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)**

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review

MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material: therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows:

Name: Andres Quinones, Environmental Safety Program, Code 106

Phone: (619) 556-1056

Email: [andres.quinones@navy.mil](mailto:andres.quinones@navy.mil)

#### **GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (APR 2015)** *[Modified by Buyer]*

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

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

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

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

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

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

(End of Text)

#### **Section I - Contract Clauses**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**  
**NUMBER/TITLE**

**DATE & NOTE**

<b>52.202-1 DEFINITIONS</b> <i>No Note applies.</i>	JUN 2020
<b>52.203-3 GRATUITIES</b> <i>Note 3 applies in (c) and (d).</i>	APR 1984
<b>52.203-5 COVENANT AGAINST CONTINGENT FEES</b> <i>Note 3 applies in (a).</i>	MAY 2014
<b>52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> <i>Applies if the contract value exceeds \$150,000. No Note applies.</i>	JUN 2020
<b>52.203-7 ANTI-KICKBACK PROCEDURES</b> <i>Applies if the Contract value exceeds \$150,000. Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	JUN 2020
<b>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>Note 4 applies for (a), (b) and (c).</i>	MAY 2014
<b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>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.</i>	MAY 2014
<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> <i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	JUN 2020
<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b> <i>Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause. Clause does not apply to small businesses.</i>	NOV 2021
<b>52.204-2 SECURITY REQUIREMENTS</b> <i>Applies if the Contract Work requires access to classified information.</i>	MAR 2021
<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</b> <i>Note 3 applies to (b).</i>	MAY 2011
<b>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</b> <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>	JUN 2020
<b>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</b>	OCT 2018
<b>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS</b>	DEC 2014
<b>52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS</b>	NOV 2021

<b>52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES</b>	NOV 2021
<b>52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT</b>	NOV 2021
<b>52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> <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>	NOV 2021
<b>52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</b> <i>No Note applies.</i>	OCT 2018
<b>52.211-5 MATERIAL REQUIREMENTS</b> <i>Note 2 applies to (d) and (e).</i>	AUG 2000
<b>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b> <i>No Note applies.</i>	APR 2008
<b>52.215-2 AUDIT AND RECORDS—NEGOTIATION</b> <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>	JUN 2020
<b>52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT</b> <i>No Note applies.</i>	OCT 1997
<b>52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</b> <i>No Note applies.</i>	AUG 2011
<b>52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS</b> <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>	JUN 2020
<b>52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</b> <i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	JUN 2020
<b>52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS</b> <i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	JUN 2020
<b>52.215-14 INTEGRITY OF UNIT PRICING</b> <i>Applies if this Contract meets the applicability requirements of FAR 15.408(f). Note 5 applies.</i>	NOV 2021
<b>52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS</b> <i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	OCT 2010
<b>52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</b> <i>Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.</i>	JUL 2005
<b>52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES</b> <i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	OCT 1997
<b>52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS</b> <i>Note 5 applies.</i>	NOV 2021
<b>52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES</b>	JUN 2020
<b>52.216-7 ALLOWABLE COST AND PAYMENT</b> <i>Note 1 applies except in (a)(3) and (b)(2)(F) where NOTE 3 applies. Note 2 applies except in (g) where Note 7 applies. The blank in (a)(3) is completed with the “the 30<sup>th</sup>” unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) “six years” is changed to “5 years”. The references to government entities in (d) are unchanged.</i>	AUG 2018
<b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEV 2023-00002)</b> <i>Does not apply to small businesses. Note 5 applies.</i>	DEC 2022
<b>52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN</b> <i>Applies if value of Contract equals or exceeds \$650,000 except the clause does not apply if Seller is a small business concern.</i>	OCT 2022

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.

<b>52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION</b> <u>Note 5 applies.</u>	MAR 2023
<b>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</b> <u>Note 5 applies.</u>	FEB 1997
<b>52.222-3 CONVICT LABOR</b> <u>Note 5 applies.</u>	JUN 2003
<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION</b> <u>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</u>	MAY 2018
<b>52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEV 2020-O0019)</b> <u>Note 2 applies for (c) and Note 2 when the Government exercises its rights and remedies against Buyer for Seller's violations.</u>	DEC 2022
<b>52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000</b> <u>Applies when Contract exceeds or may exceed \$15,000. No Note applies.</u>	JUN2020
<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES</b> <u>No Note applies.</u>	FEB 1999
<b>52.222-26 EQUAL OPPORTUNITY</b> <u>Applies to Contract with value in excess of \$10,000. Note 7 applies to (c)(3) and (c)(5).</u>	MAR 2007
<b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS</b> <u>Applies if Contract value is \$100,000 or more. Note 5 applies.</u>	JUN 2020
<b>52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES</b> <u>Applies if Contract value equals or exceeds \$15,000. No Note applies.</u>	JUN 2020
<b>52.222-37 EMPLOYMENT REPORTS ON VETERANS</b> <u>Applies if Contract value equals or exceeds \$100,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</u>	JUN 2020
<b>52.222-50 COMBATING TRAFFICKING IN PERSONS</b> <u>Note 5 applies except in (e) where Note 4 applies.</u>	NOV 2021
<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION</b> <u>Applies if this Contract exceeds \$3,000. No Note applies.</u>	MAY 2022
<b>52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b>	JUN 2016
<b>52.223-6 DRUG-FREE WORKPLACE</b> <u>Note 5 applies. Except Note 4 applies in (d).</u>	MAY 2001
<b>52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</b> <u>No Note applies.</u>	MAY 1995
<b>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b>	JUN 2020
<b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> <u>No Note applies.</u>	FEB 2021
<b>52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b> <u>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</u>	JUN 2020
<b>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b> <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>	MAR 2023
<b>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</b> <u>No Note applies.</u>	OCT 2004
<b>52.242-3 PENALTIES FOR UNALLOWABLE COSTS</b>	DEC 2022
<b>52.244-2 SUBCONTRACTS</b> <u>Notes 1 and 2 apply.</u>	JUN 2020
<b>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS</b>	MAR 2023

*Note 2 applies.*

<b>52.245-1 GOVERNMENT PROPERTY</b> <i>Note 5 applies.</i>	SEP 2021
<b>52.248-1 VALUE ENGINEERING</b> <i>Applies if the Contract value exceeds \$150,000; Note 5 applies.</i>	JUN 2020
<b>52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b> <i>Clause is applicable when Government terminates the Prime Contract.</i>	APR 2012
<b>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b> <i>Clause is applicable when the Government terminates the Prime Contract.</i>	APR 1984
<b>52.251-1 GOVERNMENT SUPPLY SOURCES</b> <i>No Note applies.</i>	APR 2012
<b>52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES</b> <i>No Note applies.</i>	NOV 2020
<b>52.253-1 COMPUTER GENERATED FORMS</b> <i>No Note applies.</i>	JAN 1991
<b>252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE</b> <i>No Note applies.</i>	DEC 1991
<b>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES</b> <i>Applies if this Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in the meaning for paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.</i>	DEC 2022
<b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> <i>No Note applies.</i>	DEC 2022
<b>252.203-7004 DISPLAY OF HOTLINE POSTERS</b> <i>Applies in lieu of FAR 52.203-14.</i>	JAN 2023
<b>252.204-7000 DISCLOSURE OF INFORMATION</b> <i>Note 2 applies.</i>	OCT 2016
<b>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING</b>	DEC 2019
<b>252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES</b>	JAN 2021
<b>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</b> <i>Note 5 applies for (b).</i>	MAY 2019
<b>252.217-7005 INSPECTION AND MANNER OF DOING WORK</b> <i>Note 3 applies.</i>	JUL 2009
<b>252.217-7013 GUARANTEES</b> <i>Notes 5 and 7 apply.</i>	DEC 1991
<b>252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS</b>	DEC 2010
<b>252.223-7001 HAZARD WARNING LABELS</b>	DEC 1991
<b>252.223-7004 DRUG FREE WORK FORCE</b> <i>No Note applies.</i>	SEP 1988
<b>252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</b> <i>No Note applies.</i>	SEP 2014
<b>252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM</b> <i>Note 2 applies.</i>	JUN 2013
<b>252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM</b> <i>Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1. No Note applies.</i>	MAR 2020
<b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b> <i>No Note applies.</i>	MAR 2020

<b>252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD</b> <i>Note 5 applies.</i>	OCT 2020
<b>252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES</b> <i>Applies if Seller is supplying items on the U.S. Munitions List. No Note applies.</i>	DEC 2018
<b>252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS</b>	MAR 2013
<b>252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS</b> <i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	DEC 2022
<b>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b> <i>No Note applies.</i>	MAR 2022
<b>252.225-7013 DUTY-FREE ENTRY</b> <i>Note 5 applies.</i>	DEC 2022
<b>252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS</b> <i>No Note applies.</i>	JUN 2005
<b>252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS</b> <i>No Note applies.</i>	JUN 2011
<b>252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN</b> <i>No Note applies.</i>	DEC 2009
<b>252.225-7021 TRADE AGREEMENTS—BASIC</b> <i>No Note applies.</i>	SEP 2019
<b>252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS</b> <i>Note 5 applies for (d).</i>	DEC 2009
<b>252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE</b> <i>No Note applies.</i>	DEC 2006
<b>252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL</b>	JUN 2005
<b>252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT- BALANCE OF PAYMENTS PROGRAM – BASIC</b> <i>No Note applies.</i>	JAN 2023
<b>252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS</b> <i>No Note applies.</i>	DEC 2018
<b>252.225-7048 EXPORT-CONTROLLED ITEMS</b> <i>No Note applies.</i>	JUN 2013
<b>252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN-- (DEVIATION 2020-O0006)</b>	JAN 2023
<b>252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS</b> <i>Note 5 applies.</i>	FEB 2014
<b>252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS</b> <i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	FEB 2014
<b>252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION</b> <i>No Note applies.</i>	JAN 2011
<b>252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA</b> <i>Note 5 applies.</i>	APR 2022
<b>252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY</b> <i>No Note applies.</i>	APR 2012
<b>252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY</b> <i>No Note applies; (b)(1) does not apply to Seller.</i>	JAN 2021
<b>252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION</b>	APR 2012

Note 5 applies.

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022 O0006)**

NOV 2021

Note 1 and Note 2 apply.

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

JUN 2013

Note 5 applies.

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

JAN 2023

Note 5 applies.

CLAUSES INCORPORATED BY FULL TEXT

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert <i>None</i> )	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources. (End of clause)

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

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

<https://login.acquisition.gov/content/regulations>