#

# NATIONAL STEEL AND SHIPBUILDING COMPANY

# SPECIAL TERMS AND CONDITIONS

**T-AO 10 – 17 PRODUCTION PROGRAM**

**N00024-24-R-2301**

**PRIME CONTRACT CLAUSES – N00024-24-C-2301**

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

**B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)**

 (a) If Contractor is entitled to reimbursement of travel costs under the Contract, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the NASSCO Procurement Representative in accordance with the FAR.

(End of text)

**Section C - Descriptions and Specifications**

**C.3.042.4 Operational Security**

In accordance with the NISP, and as specified in the Contract Security Classification Specification (DD Form 254), the Contractor shall develop, implement, and maintain an Operational Security (OPSEC) program to protect classified and controlled unclassified activities, information, equipment and material used or developed by the Contractor and by any subcontractor during the performance of this Contract. The Contractor shall be responsible for subcontractors’ implementation of the OPSEC requirements of this Contract.

CLAUSES INCORPORATED BY FULL TEXT

**C-202-H002 ADDITIONAL DEFINITIONS–ALTERNATE I (NAVSEA) (OCT 2018) [Modified by buyer]**

(a) Department ‑ means the Department of the Navy.

(b) Commander, Naval Sea Systems Command ‑ means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) ‑ All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers ‑ Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

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

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

(e) NAVSEA 08 ‑ means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.

(f) Lead Shipbuilder, Lead Yard or Lead Shipyard ‑ means NASSCO in its capacity as Contractor under Contract No. N00024-16-C-2229 for the construction of the T-AO 205 Class.

(g) Follow Shipbuilder, Follow Yard or Follow Shipyard ‑ mean a prime contractor performing a contract for the construction of follow ships of the T-AO 205 Class.

(h) Lead Ship or First Ship of the Class ‑ mean the T-AO 205.

(i) Follow Ship – means any ship of the T-AO 205 Class other than the first ship.

(j) Design Agent ‑ means NASSCO in its capacity as Design Agent, not in its capacity as shipbuilding contractor.

(k) Contractor or seller means the party that is the seller to this subcontract or purchase order transaction.

(l) NASSCO or buyer or prime contractor means the National Steel and Shipbuilding Company.

(m) Contract means the subcontract or purchase order agreement between buyer and seller.

(n) Prime contract means the agreement between buyer and the Government.

(End of text)

**C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018) [Modified by buyer]**

Officers, employees and associates of NASSCO, other prime contractors with the Government, and their respective subcontractors, shall, as authorized by the NASSCO, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government.  The Contractor shall make reasonable arrangements with NASSCO, the Government or contractors of the Government, as shall have been identified and authorized by the NASSCO to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

**C-211-H008 QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (OCT 2018) [Modified by buyer]**

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

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

(End of text)

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

 (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the

contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in

a zero-tier reference, or (2) a specification cited in a first-tier drawing.

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

 None

(End of text)

**C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) [Modified by buyer]**

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 NASSCO or the Government. The Contractor should submit update requests to the NASSCO Procurement Representative and NASSCO T-AO Program Office 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 NASSCO Procurement Representative. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

**C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) [Modified by buyer]**

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

(End of text)

**C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019) [Modified by buyer]**

(a)  The Contractor shall exercise reasonable care, as agreed upon with the NASSCO T-AO Program Office, 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 Contractor and the NASSCO Procurement Representative prior to work on the vessel by the Contractor.  If required under the Contract, fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel.  All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the NASSCO Procurement Representative with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working.

(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 Contractor's workmen.

(c)  The Contractor 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 the Contractor 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 NASSCO.

(End of Text)

**C-222-H001 ACCESS TO THE 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 Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor 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 NASSCO Procurement Representative, an Access Control Plan (ACP) which shall conform to the requirements established by the cognizant Contract Administration Office (CAO) and the prime contract requirements.

(c) The Contractor shall fully comply with approved ACPs.  NASSCO reserves the right to cancel previously granted authority when such cancellation is determined to be in NASSCO’s or the Government's best interest.  Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations.  Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8).

(d) 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.

 (End of text)

**C-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (OCT 2018)**

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

(End of Text)

**C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)**

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

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

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

(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. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

**C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019) [Modified by buyer]**

(a) Performance under this contract may require that the Contractor 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, the Contractor 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 NASSCO or the Government or their respective employees with respect to such data or software. A copy of the executed agreement shall be provided to the NASSCO Procurement Representative. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor 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 Contractor personnel except as authorized by the NASSCO Procurement Representative; (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 the Contractor; 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 NASSCO or the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the NASSCO Procurement Representative 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 Government representative seeking access to such information.

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

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

(End of text)

**C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019) [Modified by buyer]**

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (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 data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from NASSCO or the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to or to be delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered or to be delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor 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 legend(s) 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.

(End of text)

**C-227-H011 LOGISTICS SUPPORT REQUIREMENT (NAVSEA) (MAR 2019) [Modified by buyer]**

(a) This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called "repair parts") for a ship component or item of equipment.

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

(c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipment has made arrangements, satisfactory to the Contractor and approved by the NASSCO Procurement Representative and the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, the Contractor shall include a clause in all subcontracts for the purchase of ship components or equipment from foreign sources, acceptable to the NASSCO Procurement Representative and the Contracting Officer, granting to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(12) of the clause of this contract entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227‑7013) in all technical data necessary to manufacture spare and repair parts for such components or equipment.

(End of text)

**C-227-H015 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS – ALTERNATE I (NAVSEA)(JUL 2021) [Modified by buyer]**

The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) John Lewis (T-AO 205) Class Fleet Replenishment Oiler, T-AO Fleet Oiler, “T-AO”, “T-AO 205” (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a contract or subcontract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(End of text)

**C-233-H002 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--ALTERNATE I (NAVSEA) (JUL 2019) [Modified by buyer]**

1. 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 NASSCO, the Government or the Contractor pursuant to other requirements of this contract and (ii) any act or omission to act on the part of NASSCO or the Government in respect of which a request is made for equitable adjustment under the “Changes” clause or any other article or requirement of this contract.
2. Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect of a change made pursuant to a written order designated as a “change order” or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of NASSCO or the Government, the proposal supporting such request shall include the following information for each individual item or element of the request:
3. 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 Contractor, are to be listed for later disposition;
4. Description of work necessary to undo work already completed which has been deleted by the change;
5. 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;
6. Description of interference and inefficiencies in performing the change;
7. Description of disruption attributable solely to the change; which description shall include the following information:
8. Description of each identifiable element of disruption and how work has been, or may be, disrupted;
9. The calendar period of time during which disruption occurred, or may occur;
10. Area(s) of the Contractor’s operations where disruption occurred, or may occur;
11. Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
12. Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
13. Description of any measures taken to lessen the disruptive effect of the change;
14. Delay in delivery attributable solely to the change;
15. Other work or increased costs attributable to the change;
16. Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the “causal” relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
17. Each proposal submitted in accordance with this requirement shall include a copy of the Contractor'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.
18. It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.
19. In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and shall be in sufficient detail to permit the Contracting Officer to cross‑reference the claimed increased costs, or delay in delivery, or both, as appropriate, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

 (End of text)

**C-233-H003 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018) [Modified by buyer]**

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change under the clause entitled "Notification Of Changes", submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the NASSCO Procurement Representative, it will execute a release, in form and substance satisfactory to the NASSCO Procurement Representative, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge NASSCO, 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)

**C-243-H002 NOTIFICATION OF CHANGES (NAVSEA) (MAY 2019) [Modified by buyer]**

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

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the NASSCO Procurement Representative, the Contractor shall notify the NASSCO Procurement Representative of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within fifteen (15) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

 (1) The date, nature, and circumstances of the conduct regarded as a change;

 (2) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;

 (3) The identification of any documents and the substance of any oral communication involved in such conduct;

 (4) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:

 (i) What ship(s) have been or might be affected by the alleged change;

 (ii) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the alleged change;

 (iii) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule impact, including what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change; and

(iv) What and in what manner are the particular technical requirements or contract requirements regarded as changed; and

(v) The Contractor’s estimate of the time by which the NASSCO must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement an alleged change until advised by the NASSCO Procurement Representative in writing as provided in (d) below, unless the alleged change was previously directed by the NASSCO Procurement Representative, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the alleged change or from proceeding in accordance with directions issued by the NASSCO Procurement Representative.

(d) NASSCO Response. The NASSCO Procurement Representative shall promptly, and in any event within forty‑one (41) calendar days after receipt of Notice, respond thereto in writing. In such response, the NASSCO Procurement Representative shall either:

 (1) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

 (2) Countermand any conduct regarded by the Contractor as a change, or;

 (3) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

 (4 In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the NASSCO to respond within the time required above shall be deemed a countermand under (d)(ii).

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

(f) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(g) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraph (b) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, the Contractor shall deliver to the Government an executed release, in the format set forth in Exhibit "A" to this requirement, covering the six-month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the NASSCO Procurement Representative with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

(End of text)

**EXHIBIT A TO C-243-H002, NOTIFICATION OF CHANGES**

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

 a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract price and delivery schedule due to conduct under this contract, which occurred on or before      .

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

(End of Exhibit A)

**C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018) [Modified by buyer]**

The Contractor shall 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 to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item to the NASSCO Procurement Representative. 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 the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of text)

**C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018) [Modified by buyer]**

The Contractor shall, without additional expense to NASSCO, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)

**REQUIREMENTS FOR DOMESTIC MANUFACTURE OF CERTAIN SHIPBOARD SYSTEMS AND EQUIPMENT**

(a) The work under this contract shall be subject to all applicable domestic source requirements, including, 10 U.S.C. § 4864, P.L. 117-328 § 8100(a), P.L. 118-47 § 8097.

(b) In accordance with P.L. 117-328 § 8100(a), and P.L. 118-47 § 8097, the Contractor shall ensure that for each vessel constructed, the following components are manufactured in the United States: Auxiliary equipment (including pumps) for shipboard services; propulsion equipment (including engines, reduction gears, and propellers); shipboard cranes; spreaders for shipboard cranes; and anchor chains, regardless of size.

(c) The ship service diesel generator sets shall be manufactured in the United States.

(d) Gyrocompasses; electronic navigation chart systems; steering controls; propulsion and machinery control systems; totally enclosed lifeboats; and welded shipboard anchors, shall be manufactured in the United States.

(e) The contractor agrees to retain until the expiration of three (3) years from the date of final payment under this contract and make available during such period, upon request of the Contracting Officer, records showing compliance with this clause.

(f) The contractor agrees to insert this text, including this paragraph (e), in every subcontract, purchase order and option agreement issued in performance of this contract.

(End of Text)

**Section D - Packaging and Marking**

**D-247-H004 MARKING AND PACKING LIST(S) – BASIC (NAVSEA) (FEB 2022)**

(a) Marking.  Shipments, shipping containers and palletized unit loads shall be marked in accordance with ASTM-D-3951-18 approved 1 May 2018, Standard Practice for Commercial Packing.

(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.  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 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.

(End of text)

**Section E - Inspection and Acceptance**

INSPECTION AND ACCEPTANCE TERMS

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection of Supplies—Fixed Price AUG 1996

52.246-2 (Alt I) Inspection of Supplies—Fixed Price JUL 1985

52.246-4 Inspection of Services—Fixed Price AUG 1996

52.246-16 Responsibility For Supplies APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**E-246-H020 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 NASSCO or the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. NASSCO or the 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 NASSCO Procurement Representative. NASSCO and the Government reserve the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

**E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)**

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

(End of text)

**E-246-H023 QUALITY REQUIREMENT FOR SOFTWARE DEVELOPMENT OR PRODUCTION (NAVSEA) (JAN 2019)**

The contractor's software quality program shall be an integral part of the overall Quality Management System. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

(a) All deliverable software

(b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of text)

**Section F - Deliveries or Performance**

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.242-15  | Stop-Work Order  | AUG 1989  |   |
| 52.242-15 Alt I  | Stop-Work Order (Aug 1989) - Alternate I  | APR 1984  |   |
| 52.242-17  | Government Delay Of Work  | APR 1984  |   |
| 52.247-58  | Loading, Blocking, And Bracing Of Freight Car Shipment  | APR 1984  |   |

**Section G - Contract Administration Data**

 No provisions.

**Section H - Special Contract Requirements**

**H-225-H001 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (NAVSEA) (OCT 2018)**

In accordance with 10 U.S.C. 7309, neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

(End of text)

**H-228-H004 LIENS AND TITLE--BASIC (NAVSEA) (DEC 2018) [Modified by buyer]**

(a) Any and all partial and progress payments hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to any materials and equipment which have not been included in the vessels and which are no longer required therefor.

(b) The Contractor shall immediately discharge or cause to be discharged any lien or rights in rem of any kind, other than in favor of NASSCO or the Government, which at any time exists or rises with respect to the machinery, fittings, equipment or materials for the vessels. If any such lien or right in rem is not immediately discharged, NASSCO or the Government may discharge or cause to be discharged said lien or right in rem at the expense of the Contractor.

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor, NASSCO, or other place of storage selected by NASSCO, whichever of said events shall first occur; provided, that NASSCO may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the NASSCO or other place of storage selected by the NASSCO. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the contract, or at such earlier date as may be fixed by the NASSCO Procurement Representative, the Contractor shall submit, in a form acceptable to the NASSCO Procurement Representative, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the NASSCO or the Government. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the NASSCO Procurement Representative. The NASSCO Procurement Representative, in lieu of directing or authorizing delivery or disposal of such property, may authorize the Contractor to take title to all or any part of such property, except for materials and equipment which were furnished by NASSCO or the Government and except for models, mockups, plans and other items which the Contractor is expressly required to construct, prepare or furnish to NASSCO or the Government under the terms of the Contract.

(End of text)

**H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023) [Modified by buyer]**

(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/NCSL 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

 (3) 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/NCSL 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/NCSL 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/NCSL 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 NASSCO Procurement Representative within 30 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

**Section I - Contract Clauses**

**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):

<https://www.acquisition.gov> **The following notes apply to the clauses incorporated by reference below.**

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

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

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

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

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

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

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

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

**NUMBER TITLE NOTE DATE**

**52.202-1 DEFINITIONS** JUN 2020
*No Note applies.*

**52.203-3 GRATUITIES** APR 1984
*Note 3 applies in (c) and (d).*

**52.203-5 CONVENANT AGAINST CONTINGENT FEES** MAY 2014
*Note 3 applies in (a).*

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** JUN 2020
*Applies if the Contract value exceeds $150,000. No Note applies.*

**52.203-7 ANTI-KICKBACK PROCEDURES** JUN 2020
*Clause applies if the Contract value exceeds $150,000 and Note 2 applies for (b)(4) when the Government exercises its rights and
remedies against Buyer as a result of any kickback given by Seller.*

**52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY** MAY 2014
*Note 3 applies to (b) and (c).*

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** MAY 2014
*Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer
as a result of any illegal or improper activity done by Seller.*

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** JUN 2020
*Applies if the Contract value exceeds $150,000. Note 5 applies. Seller is to make disclosure to Buyer
so that Buyer can fulfill the obligations under the Prime Contract.*

**52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT** NOV 2021
*Applies if this Contract exceeds $5,500,000 and the period of performance is more than 120 days.*

*Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
Clause does not apply to small businesses.*

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM** NOV 2023
**EMPLOYEES OF WHISTLEBLOWER RIGHTS**
*Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract. No Note applies*.

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS** JAN 2017
**OR STATEMENTS**
*No Note applies*.

**52.204-2 SECURITY REQUIREMENTS** MAR 2021
*Applies if the Contract Work requires access to classified information.*

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

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL** JAN 2011
*Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system.
Note 3 applies for (c). In (d) the reference to prime contractor shall mean Buyer. Seller is responsible for getting the
information to Buyer so that Buyer can comply with the reporting requirements of (d).*

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS** JUN 2020
*Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer
so that Buyer and fulfill its reporting obligations under this clause. No Note applies.*

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** NOV 2021

*No note applies.*

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR** NOV 2021 **PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES**

*Note 3 applies.*

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** NOV 2021

*Notes 3 and 6 apply.*

**52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATOIN** JUN 2023

*Notes 2 and 4 apply in paragraph (b).*

**52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT** NOV 2021
*Applies if this Contract exceeds $35,000 and is not a subcontract for commercially available off the shelf items.
Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.*

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** OCT 2018
*No Note applies*.

**52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** NOV 2015 *Note 3 applies*

**52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE** JUL 2021

**STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)**

*No Note applies.*

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

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** APR 2008
*No Note applies.*

**52.215-2 AUDIT AND RECORDS—NEGOTIATION** JUL 2020
*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. Note 3 applies.*

**52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA** AUG 2011
*Applies if submission of certified cost or pricing data is required. Note 4 applies.
Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.*

**52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS** OCT 2021 **(DEVIATION 2022-O0001)**
*Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies.
Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.*

**52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001)** OCT 2021
*Applies if this Contract exceeds $750,000 and is not otherwise exempt under FAR 15.403. No Note applies.*

**52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION 2022-O0001)** OCT 2021
*Applies if this Contract exceeds $750,000 and is not otherwise exempt under FAR 15.403. No Note applies.*

**52.215-14 INTEGRITY OF UNIT PRICES—ALT I (OCT 1997)** NOV 2021
*Applies if this Contract exceeds $250,000. Note 2 applies.*

**52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS** OCT 2010
*Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.*

**52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)** JUL 2005
**OTHER THAN PENSIONS**
*Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.*

**52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES** OCT 1997
*Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.*

**52.215-20 REQUIREMENTS FOR CERTIFIED COST REQUIREMENTS FOR CERTIFIED COST OR PRICING** NOV 2021 **DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA**
*Note 5 applies.*

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR** NOV 2021 **PRICING DATA-MODIFICATIONS**
*Note 5 applies.*

**52.215-21REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN** NOV 2021 **CERTIFIED COST OR PRICING DATA—MODIFICATIONS (ALT III, OCT 1997)**
*Note 5 applies.*

**52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES** JUN 2020

*Applies if subcontract value is in excess of $750,000. Note 2 applies.*

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS** OCT 2022
*The plan should be provided to Buyer*.

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN—ALT II (NOV 2016)** OCT 2022
*Applies if value of Contract equals or exceeds $650,000 except the clause does not apply if Seller is a small business concern.
Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer’s own reporting obligations
with respect to this clause. Note 5 applies.*

**52.222-2 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES** FEB 1997

*Note 5 applies*.

**52.222-3 CONVICT LABOR** JUN 2003
*No Note applies.*

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION** MAY 2018
*Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.*

**52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019)**  DEC 2022

*Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller’s violations.*

**52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000** JUN 2020
*Applies when Contract exceeds or may exceed $15,000. No Note applies.*

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

**52.222-26 EQUAL OPPORTUNITY** SEP 2016
*Applies to Contract with value of $10,000 or more. Note 7 applies to (c)(3) and (c)(5).*

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS** JUN 2020
*Applies to Contract with value of $100,000 or more*.

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES** JUN 2020
*Applies if Contract value equals or exceeds $15,000. No Note applies.*

**52.222-37 EMPLOYMENT REPORTS ON VETERANS** JUN 2020
*Applies if Contract value equals or exceeds $150,000.* *Seller is to provide its report to Buyer so that Buyer
can incorporate it as part of Buyer’s own reporting obligations with respect to this clause. Note 5 applies.*

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

**52.222-50 COMBATING TRAFFICKING IN PERSONS** NOV 2021
*Note 5 applies except in (e) where Note 4 applies.*

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION** MAY 2022
*Applies if this Contract exceeds $3,500. No Note applies.*

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

*Note 5 applies.*

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

**52.223-11 OZONE-DEPLETING SUBSTANCES** JUN 2016
*Applies if the Contract Work was manufactured with or contains ozone-depleting substances. No Note applies.*

**52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS** JUN 2016
*No Note applies.*

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** JUN 2020
*No Note applies.*

**52.223-20 AEROSOLS**  JUN 2016
*Note 3 applies.*

**52.223-21 FOAMS** JUN 2016
*No note applies.*

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** FEB 2021
*No Note applies.*

**52.227-1 AUTHORIZATION AND CONSENT** JUN 2020
*No Note applies. Government and Contracting Officer remain unchanged.*

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** JUN 2020
*Applies if Contract value exceeds $150,000; Note 5 applies to (a) and (b).*

**52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER** DEC 2007
*Applies if the Contract Work or any patent application may cover classified subject matter. Note 5 applies to (a), (b) and (c).*

**52.230-2 COST ACCOUNTING STANDARDS** JUN 2020
*Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.*

**52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS** JUN 2010
*Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.*

**52.232-20 LIMITATION OF COST** APR 1984
*No Note applies*.

**52.232-22 LIMITATION OF FUNDS** APR 1984
*Note 2 applies to (c), (d), (e), (f)(2), (h) and (i). Note 1 applies to (k).*

**52.232-23 ASSIGNMENT OF CLAIMS** MAY 2014
*Note 2 applies for (c).*

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

**52.232-40 Providing AcceleraTED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** MAR 2023
*This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business)
and its small business subcontractors.*

**52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III DEFENSE PRODUCTION ACT** SEP 2016
*Note 5 applies to (b)*.

**52.242-1 NOTICE OF INTENT TO DISALLOW COSTS** APR 1984
*Note 5 applies to (a)(2).*

**52.242-3 PENALTIES FOR UNALLOWABLE COSTS** DEC 2022
*No Note applies.*

**52.242-13 BANKRUPTCY** JUL 1995
*Note 2 applies.*

**52.243-1 CHANGES—FIXED PRICE** AUG 1987
*Note 2 applies.*

**52.243-4 CHANGES**  JUN 2007
*Notes 1 and 2 apply*.

**52.243-6 CHANGE ORDER ACCOUNTING** APR 1984
*Note 2 applies.*

**52.244-2 SUBCONTRACTS** JUN 2020
*Note 5 applies. Buyer acts as the intermediary for the Government*.

**52.244-5 COMPETITION IN SUBCONTRACTING** DEC 1996
*No Note applies.*

**52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** JUN 2023
*No note applies.*

**52.245-1 GOVERNMENT PROPERTY**  SEP 2021
*Note 5 applies.*

**52.245-9 USE AND CHARGES** APR 2012
*Note 5 applies*.

**52.246-11 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT**  DEC 2014
*No Note applies.*

**52.246-26 REPORTING OF NONCONFORMING ITEMS**  NOV 2021
*Copies of reports provided under this clause shall be provided to Buyer’s Procurement Representative as well as to the Contracting*

*Officer. Seller shall notify Buyer’s Procurement Representative when it issues a GIDEP report pursuant to this clause.*

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

**52.247-68 REPORT OF SHIPMENT (REPSHIP)** FEB 2006
*Note 5 applies.*

**52.248-1 VALUE ENGINEERING** JUN 2020
*Applies if the Contract value exceeds $150,000; Note 5 applies.*

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

**52.251-1 GOVERNMENT SUPPLY SOURCES** APR 2012
*No Note applies.*

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES** NOV 2020
*No Note applies.*

**52.253-1 COMPUTER GENERATED FORMS** JAN 1991
*No Note applies.*

**252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE** DEC 1991
*No Note applies*.

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** SEPT 2011
*No Note applies*.

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE** JAN 2023
**CONTRACT-RELATED FELONIES**
*Applies if this Contract exceeds $150,000. Note 5 applies*.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** DEC 2022
*No Note applies.*

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL** AUG 2019
*No Note applies.*

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)** JAN 2023
*No Note applies*.

**252.204-7000 DISCLOSURE OF INFORMATION** OCT 2016
*Note 5 applies.*

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

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION** JAN 2023

*Applies if this Contract involves services that include support for the Government's activities related to safeguarding*

*covered defense information and cyber incident reporting. Note 4 applies.*

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT** JAN 2023
*SELLER shall also furnish Buyer with copies of reports SELLER receives from its lower*

*tier subcontractors. Note 7 applies*.

**252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS** JAN 2023 **EQUIPMENT OR SERVICES**

*No note applies.*

**252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** JAN 2023

*No note applies.*

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** JUN 2023
*No Note applies*.

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE** MAY 2019 **GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM**
*Note 5 applies for (b)*.

**252.215-7002 COST ESTIMATING SYSTEM REQUIREMENT**  DEC 2012
*Applies if clause 52.215-13 is applicable. No Note applies.*

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)** DEC 2019
*Applies if clause 52.219-9 is applicable. Seller to provide its subcontracting plan to Buyer’s Procurement Representative.*

**252.223-7001 HAZARD WARNING LABELS**  DEC 1991
*No Note applies*.

**252.223-7004 DRUG FREE WORK FORCE** SEP 1988
*No Note applies*.

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM** JAN 2023
*Note 2 applies for (b.)*

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** MAR 2022
*No Note applies.*

**252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND** OCT 2020
**CANADA--SUBMISSION AFTER AWARD***Note 5 applies*. *Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada*

 *per clause 252.225-7003 (OCT 2020).*

**252.225-7007 PROHIBITION ON ACQUISITION OF US MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE**

**MILITARY COMPANIES**

DEC 2018

**252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING** JAN 2023
**SPECIALTY METALS**
*Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).*

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** APR 2022
*No Note applies*.

**252.225-7013 DUTY-FREE ENTRY (DEVIATION 2020-O0019)** DEC 2022
*Note 5 applies.*

**252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS** JUN 2005
*No Note applies*.

**252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** JAN 2023
*No Note applies.*

**252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN** DEC 2009
*No Note applies*.

**252.225-7021 TRADE AGREEMENTS (DEVIATION 2020-O0019)** JAN 2023
*No Note applies*.

**252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS** DEC 2009
*Note 5 applies for (d).*

**252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS** APR 2003

*No Note applies*.

**252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT- BALANCE OF PAYMENTS PROGRAM** JAN 2023
*No Note applies*.

**252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS** DEC 2018
*No Note applies*.

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

**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN** JAN 2023
*No Note applies*.

**252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME** JAN 2023
*No Note applies*.

**252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT** MAY 2020

**SYSTEMS (DEVIATION 2020-O0015)**
*No Note applies*.

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED** JAN 2023 **ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS**
*Applies if this Contract exceeds $500,000. Note 5 applies.*

**252.227-7013 RIGHTS IN TECHNICAL DATA—OTHER THAN COMMERCIAL PRODUCTS AND** MAR 2023

**COMMERCIAL SERVICES (ALT II MAR 2022)***Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.*

***252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN*** MAR 2023 ***COMMERCIAL* *COMPUTER SOFTWARE* *DOCUMENTATION****Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer
Software to be delivered under the Contract.*

**252.227-7015 TECHNICAL DATA—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** FEB 2014

**(ALT I MAR 2022)***No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.*

**252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION** JAN 2023*No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.*

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS** JAN 2011

**Note 5 applies.**

**252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE** JAN 2023*Note 4 and Note 7 apply. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data
and Computer Software to be delivered under the Contract.*

**252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION** JAN 2023 **MARKED WITH RESTRICTIVE LEGENDS***No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.*

**252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE** APR 1988
*No Note applies.*

**252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** JAN 2023*Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and
Computer Software to be delivered under the Contract.*

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

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

**252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION** APR 2020

**ON FEES AND CONSIDERATION***No note applies*.

**252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM** NOV 2014

*No Note applies*.

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION** JAN 2008
*Note 5 applies*.

**252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM** MAY 2011
*No Note applies*.

**252.242-7005 CONTRACTOR BUSINESS SYSTEMS** FEB 2012
*Note 5 applies*.

**252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION** FEB 2012
*Note 5 applies*.

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

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** DEC 2022
*Note 5 applies*.

**252.244-7000 SUBCONTRACTORS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES** JAN 2023
*No Note applies*.

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

*Notes 3 & 6 apply.*

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY** APR 2012
*No Note applies*.

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY** JAN 2021
*Note 5 applies*.

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

*No note applies.*

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006)** NOV 2021
*Note 5 applies*.

**252.246-7001 WARRANTY OF DATA (ALT I MAR 2014)** MAR 2014
*Note 5 applies*.

**252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES** JUN 2013
*Note 5 applies.*

**252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** JAN 2023

*Notes 3 and 6 apply.*

**252.246-7008 SOURCES OF ELECTRONIC PARTS** JAN 2023

*Note 1 applies except in paragraph (d). Note 2 applies.*

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA** JAN 2023
*Note 5 applies.*

**252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION** DEC 2022
*Note 5 applies.*

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES** AUG 2012
*Note 5 applies.*

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FT) (APR 1984) ALTERNATE II (DEVIATION) [*Modified by Buyer*]**

Modify the clause as follows:

1. The word “Supplies” as used in this clause includes the term “Vessel(s)” and has the definition stated in the clause entitled “INSPECTION OF SUPPLIES--FIXED-PRICE.”
2. At the end of paragraph (b), add the following:

“In addition to its other remedies, the Government or Buyer may, by contract or otherwise, with respect to work terminated as permitted in this clause, proceed with the completion of the Vessel(s) and Supplies at such plant or plants, including that of Seller, as may be designated by the Contracting Officer or Buyer. If the Vessel(s) and other Supplies are to be completed at Seller’s plant, the Government or Buyer may use all tools, machinery, facilities and equipment of Seller determined by the Contracting Officer or Buyer to be necessary for that purpose. The Government or Buyer shall also have the right, in the event performance is completed at Seller’s plant, to procure any additional Supplies, tools, machinery, facilities, and equipment that are necessary to complete the Vessel(s) and other Supplies. If the cost to the Government or Buyer of completing the Vessel(s) and other Supplies or procuring Supplies similar to those terminated (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for such Vessel(s) and other Supplies under this contract (after adjusting such price on account of changes in the plans and specifications made prior to the date of termination), Seller, or its surety, if any, shall be liable for such excess.”

1. In the first sentence of paragraph (c), after the word “costs”, insert the phrase “or other damages.”
2. In the first sentence of paragraph (e), after the word “title”, insert the phrase “(insofar as not previously transferred).”

(End of clause)

**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.

|  |
| --- |
| NASSCO T-AO 205 Class52.223-3 Hazardous Material Identification and Material Safety Data |
| Material | Identification Number |
| Carbon tetrachloride | CAS# 56-23-5 |
| Copper | CAS# 7440-50-8 |
| Xylene | CAS# 1330-20-7 |
| Methyl Ethyl Ketone  | CAS# 78-93-3 |
| Ethylbenzene | CAS# 100-41-4 |
| Solvent deasphalted residual petroleum oil | CAS# 64741-95-3 |
| Polyethylene | CAS# 9002-88-4 |
| Zinc dialkyldithiophosphate | CAS# 113894-90-9 |
| Lithium 12-hydroxystearate | CAS# 7620-77-1 |
| n-Butyl alcohol | CAS# 71-36-3 |
| Copper (+1) oxide | CAS# 1317-39-1 |
| Toluene  | CAS# 108-88-3 |
| Light aromatic hydrocarbons | CAS# 64742-95-6 |
| Trimethylbenzene | CAS# 95-63-6 |
| Quartz | CAS# 14808-60-7 |
| Titanium dioxide | CAS# 13463-67-7 |
| Lead  | CAS# 7439-92-1 |
| Cumene | CAS# 98-82-8 |
| Cumene hydroperoxide | CAS# 80-15-9 |
| N-phenyl-1-naphthylamine | CAS# 90-30-2 |
| Nickel | CAS# 7440-02-0 |
| Barium sulfate | CAS# 7727-43-7 |
| Aliphatic hydrocarbons | CAS# 8052-41-3 |
| Hydrotreated heavy naphthenic distillate | CAS# 64742-52-5 |
| Mineral Spirits | CAS# 64742-47-8 |
| 2-Propanol 1-butoxy | CAS# 5131-66-8 |
| Preliminary hazardous material identification list to be updated during performance of the contract as equipment and material selections are made and whenever NASSCO determines that any other material to be delivered under this contract is hazardous. |

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

https://www.acquisition.gov/

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

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

(End of clause)