

**NATIONAL STEEL AND SHIPBUILDING COMPANY**  
**SPECIAL TERMS AND CONDITIONS**  
**T-AO PROGRAM**  
**N00024-16-C-2229**

Rev 7 September 21, 2022

## PRIME CONTRACT CLAUSES – N00024-16-C-2229

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** – There are no flow-downs.

B.9. TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015) [Modified by Buyer]

(a) Except as otherwise provided herein, Seller shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from Seller's facility to the worksite, in and around the worksite, and from the worksite to the Seller's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) Seller shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Seller's or employee's convenience.

## Section C – Description and Specifications

**DATA RIGHTS CLIN 7005: *The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.***

**ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)** [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 who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Contract Work required by this Contract; and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer so that Buyer can provide a copy to the Government's Contracting Officer as required under the terms of Buyer's Prime Contract. The Government may unilaterally modify the Prime Contract to list those third parties with which Buyer and/or Seller will have agreement(s). Buyer will share with Seller the relevant information from the modification.

(b) Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer and the Government's Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this Contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, a joint venture, affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) Seller agrees that it will promptly notify Buyer of any attempt by Government or Buyer representatives or third parties not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the Government or Buyer representatives or third parties seeking access to such information.

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

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

**ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)** [Modified by Buyer]

Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by Buyer or the Government's Representative, have, at all reasonable times, admission to the applicable plant, access to the Vessel(s) where and as required, and be permitted, within the Facility specified in the SOW or locations determined by the Government's ACO and on the Vessel(s) required, to perform and fulfill their respective obligations to the Government. Buyer and Seller shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the Government's Representative to be given admission to the applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)** [Modified by Buyer]

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

**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 data 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.

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

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

(b) Seller is required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces.

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

**DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (AT) (NAVSEA) (JAN 1990)** *[Modified by Buyer]* Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated thereunder by the Secretary of Labor (29 CFR 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this Contract shall be construed as relieving the Seller from any obligations which is may have for compliance with the aforesaid regulations.

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

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with the Contract Work furnished under this Contract.

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

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

**INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)** *[Modified by Buyer]*

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

(b) Drawings and Data. Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the 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 on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2, as follows: (1) The Government Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2. (2) If any action taken by the Government's Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Buyer or Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this Contract.

(e) Referenced Documentation. Buyer and 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 as described below. (1) From the ASSIST database via the internet at <https://assist.dla.mil/>; or (2) By submitting a request to the Department of Defense Single Stock Point ("DoDSSP") Building 4, Section D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094, Telephone (215) 697-6396, Facsimile (215) 697-9398. However, 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) (AUG 1994)**

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

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

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

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

**Section D - Packaging and Marking**

**IDENTIFICATION MARKING OF PARTS - (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following: (1) Parts shall be marked in accordance with generally accepted commercial practice. (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

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

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

52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG1996)
52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

**FINAL ACCEPTANCE (AT) (NAVSEA) (MAY 1995) [Modified by Buyer]**

Each Vessel shall be finally accepted upon the expiration of its guaranty period.

**GUARANTY PERIOD (FT) (NAVSEA) (JAN 1990) [Modified by Buyer]**

(a) As used in this Contract, the term "defects includes any and all defects, deficiencies, deteriorations, and failure in the Vessel(s). There shall be a guaranty period for each Vessel beginning at the time of preliminary acceptance and ending twelve (12) months after preliminary acceptance of the Vessel, unless extended as provided in paragraph (b) below.

(b) The guaranty period for each Vessel shall be extended by the time during which such Vessel is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine Buyer to be responsible, and then Buyer determines Seller to be responsible.

(c) After delivery if defects are identified during the guaranty period, and if corrections of such defects are determined to be the responsibility of Seller and if the correction requires an engineering change, the Seller shall revise and submit the supporting documentation (drawings and all logistics data, including all drawings and documentation required by ABS and Regulatory Bodies, to the Buyer that show modifications made to correct such defects.

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)[Modified by Buyer]**

(a) Seller shall comply with the higher-level quality standard(s) listed below. ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract

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

(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.

**52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (AUG 1996) – ALTERNATE I (JUL 1985) (DEVIATION)** [Modified by Buyer]

The term "Vessel" as used in this requirement refers to each of the Vessels to be constructed and delivered under this Contract.

(a) Definition. "Supplies," as used in this clause, includes but is not limited to the Vessel(s), raw materials, components, intermediate assemblies, end products, and lots of Supplies.

(b) Seller shall provide and maintain, prior to and at all times during manufacture, an inspection system acceptable to the Government covering Supplies under this Contract and shall tender to the Government for acceptance only Supplies that have been inspected in accordance with the inspection system and have been found by Seller to be in conformity with Contract requirements. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government and Buyer during Contract performance and for as long afterwards as the Contract requires. The Government and Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Contract Work. The right of review, whether exercised or not, does not relieve Seller of the obligations under the Contract nor impose any liability on the Government or Buyer therefor.

(c) The Government and Buyer have the right to inspect and test all Supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before final acceptance. The Government and Buyer shall perform inspections and tests in a manner that will not unduly delay the Contract Work. The Government and Buyer assume no contractual obligation to perform any inspection and test for the benefit of Seller unless specifically set forth elsewhere in this Contract.

(d) If the Government or Buyer performs inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and shall require its subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the Contract, the Government shall bear the expense of Government inspections or tests made at other than Seller's or its subcontractors' premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When Supplies are not ready at the time specified by Seller for inspection or test, the Contracting Officer or Buyer may charge to Seller the additional cost of inspection or test. (2) The Contracting Officer or Buyer may also charge Seller for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Government or Buyer has the right, in accordance with this clause and other clauses of this Contract, including the clause entitled "DELIVERY OF COMPLETED VESSEL," either to reject or to require correction of nonconforming Supplies. Supplies are nonconforming when they are defective in material workmanship or are otherwise not in conformity with contract requirements. The Government or Buyer may reject nonconforming Supplies with or without disposition instructions. Supplies rejected prior to preliminary acceptance as not conforming to this Contract, and any Seller responsible defects discovered during the guaranty period, in accordance with the clause entitled "GUARANTY PERIOD," shall, at the election of the Government or Buyer be replaced or corrected either by the Government, Buyer or by Seller. The Government or Buyer shall furnish advance notification of the time (i) when Seller inspection or tests will be performed and Government or Buyer will, whenever practicable, afford Seller an opportunity to examine the nonconforming Contract Work or defective Supplies before they are replaced or corrected. If the Government or Buyer elect to effect replacement or correction by the Government or Buyer, the Government or Buyer shall equitably reduce the target price or, if established, the total final price.

(g) Seller shall remove Supplies rejected or required to be corrected by Seller. However, the Contracting Officer or Buyer may require or permit correction in place, promptly after notice. Seller shall not tender for acceptance corrected or rejected Supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken. Subject to the provisions of paragraph (i) below, cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost. However, replacements or corrections by Seller after the establishment of the total final price shall be at no increase in the total final price.

(h) If Seller fails to promptly remove, replace, or correct rejected Supplies that are required to be removed or to be replaced or corrected, the Government or Buyer may either (1) by contract or otherwise, remove, replace, or correct the Supplies and equitably reduce the target price or, if established, the total final price or (2) may terminate the Contract for default. Unless Seller corrects or replaces the Supplies within the delivery schedule, the Contracting Officer or Buyer may require their delivery and equitably reduce any target price or, if it is established, the total final Contract Price. Failure to agree to a price reduction shall be a dispute.

(i) The cost of any removal, replacement or correction for which Seller is responsible shall be borne by Seller in accordance with paragraphs (g) and (h) above, except that the liability of Seller for the correction of defects discovered during the guaranty period (other than defects resulting from fraud or gross mistakes amounting to fraud). An increase in the Contract Price on account of any replacement or correction for which Seller is not responsible shall be determined pursuant to the clause of this Contract entitled "CHANGES."

(j)(1) If this Contract provides for the performance of Government quality assurance at source, and if requested by the Government or Buyer, the Seller shall furnish advance notification of the time (i) when Seller inspection or tests will be performed in accordance the terms and conditions of the Contract; and (ii) when the Supplies will be ready for inspection. (2) The Government's or Buyer's request shall specify the period and method of the advance notification and the Government or Buyer representative to whom it shall be furnished.

(k) The Government or Buyer shall accept or reject Supplies as provided in the Contract. The Government's or Buyer's failure to inspect and accept or reject the Supplies shall not relieve Seller from responsibility, nor impose liability on the Government or Buyer, for nonconforming Supplies.

(l) Inspections and tests by the Government or Buyer do not relieve Seller of responsibility for defects or other failures to meet Contract requirements discovered before final acceptance. Final acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud or as otherwise provided in the Contract.

(m) If final acceptance is not conclusive for any of the reasons in paragraph (l) hereof, the Government or Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this Contract, shall have the right to require Seller (1) at no increase in any target price or if it is established, the total final price of this Contract, to correct or replace the defective or nonconforming Supplies; provided, that the Contracting Officer or Buyer may require a reduction in any target price, or if it is established, the total final price Supplies at the original point of delivery or at Seller's plant at the Contracting Officer's or Buyer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between Seller and Buyer, if Seller fails to meet such delivery schedule, or (2) within a reasonable time after receipt by Seller of notice of defects or nonconformance, to repay such portion of the Contract as is equitable under the circumstances if the Contracting Officer or Buyer elects not to require correction or replacement. When Supplies are returned to Seller, Seller shall bear the transportation cost from the original point of delivery to Seller's plant and return to the original point when that point is not Seller's plant. If Seller fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer or Buyer may authorize in writing) after receipt of notice from the Contracting Officer or Buyer specifying such failure, the Government or Buyer shall have the right by contract or otherwise to replace or correct such Supplies and equitably reduce any target price or, if it is established, the total final price of this Contract.

#### **PRELIMINARY ACCEPTANCE (AT) (NAVSEA) (JAN 1983)**

Upon satisfactory completion of the applicable trial requirements, each Vessel shall be preliminarily accepted.

#### **Section F - Deliveries or Performance**

#### **CLAUSES INCORPORATED BY REFERENCE**

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

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

#### **Section H - Special Requirements**

#### **5252.246-9128 DELIVERY OF COMPLETED VESSEL (FT) (JAN 1983) [Modified by Buyer]**

The term "Vessel" as used in this requirement refers to each of the Vessels to be constructed and delivered under this Contract.

(a) The Vessel shall not be presented for acceptance trials (as used in this requirement acceptance trials means acceptance trials or combined acceptance trials) until it is determined by Buyer that Seller has satisfactorily carried out those parts of the builder's trials for which Seller is responsible, including builder's dock and sea trials, and that Seller has: (i) Corrected all Seller responsible deficiencies discovered before completion of all builder's sea trials, unless otherwise agreed to in writing by the Buyer; and (ii) Corrected all Seller responsible deficiencies discovered after completion of the builder's sea trials which are determined by the Buyer to be necessary to avoid an adverse effect on the operational capability of the Vessel.

(b) Buyer will be responsible for scheduling an interval of a minimum of forty-five (45) days between the satisfactory completion of acceptance trials and delivery of the Vessel. During this period, Seller shall satisfactorily correct all Seller responsible deficiencies, whether discovered before, during, or after completion of acceptance trials.

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

(a) For the purposes of this special requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by Buyer or Seller; and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

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

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this Contract shall, in addition to the information required by paragraph (b) hereof, contain such information as Buyer and the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, Seller is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

**5252.233-9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)** [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" (FAR 52.243-7) requirement, 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, Seller will execute a release, in form and substance satisfactory to Buyer and/or the Government's Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge Buyer and the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

**5252.225-9100 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (AT) (JAN 1983)**

Neither the Vessel nor the hull, mid-body, or other major fixed structural component of the Vessel shall be constructed in a foreign shipyard.

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)** [Modified by Buyer]

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

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

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

**5252.227-9112 LOGISTICS SUPPORT REQUIREMENT (AT) (MAY 1998)** [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 equipments manufactured other than in the United States or Canada, Seller agrees that, in addition to any other data required by this Contract, 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 equipments shall have made arrangements satisfactory to Seller 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 equipments shall have made arrangements, satisfactory to Buyer and Seller, and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, Seller shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to 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 equipments.

**5252.243-9105 NOTIFICATION OF CHANGES (FT) - ALTERNATE I (JAN 1983)** [Modified by Buyer]

(a) **Definitions.** As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer 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 Buyer or Seller. 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 Seller 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 Contracting Officer or Buyer, Seller shall notify Buyer's Procurement Representative of any conduct which Seller considers would constitute or would require a change to this Contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date Seller identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to Seller: (i) the date, nature, and circumstances of the conduct regarded as a change; (ii) the name, function, and activity of the individuals directly involved in or knowledgeable about such conduct; (iii) the identification of any documents and the substance of any oral communication involved in such conduct; (iv) the particular elements of contract performance for which Seller might seek an equitable adjustment under this requirement, including: (1) what ship(s) have been or might be affected by the potential change; (2) to the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change; (3) to the extent practicable, Seller's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and (4) what and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) **Continued Performance.** Except as provided in paragraph (f) below, following submission of notice, Seller shall take no action to implement a potential change until advised by Buyer's Procurement Representative in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer to Buyer, in which case Seller shall conform therewith. Nothing in this paragraph (c) shall

excuse Seller from proceeding with Contract Work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer to Buyer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing to Buyer, who in turn, will respond promptly to Seller. In such response, the Contracting Officer shall either:

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

(ii) Countermand any conduct regarded by Seller as a change, or;

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

(iv) In the event Seller's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise Seller what additional information is required. Failure of the Government 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 Contracting Officer 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) Special Procedures. Paragraph (c) provides that Seller is to take no action to implement a potential change pending the Contracting Officer's response to Seller's notice of the potential change, except where specifically directed by the Contracting Officer to Buyer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, Seller may proceed with work in accordance with the potential change. In such special situations, Seller shall advise Buyer's Procurement Representative so that he/she may also advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that Seller has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, Seller shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above to Buyer, who will pass through the notice to Seller. If the Contracting Officer determines that the conduct constitutes a change and countermands it, Seller shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When Seller identifies any conduct which may result in delay to delivery of the ship(s), Seller shall promptly so inform Buyer's Procurement Representative so that he/she may inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

#### **5252.243-9113 OTHER CHANGE PROPOSALS (FT) (ALTERNATE D) (JAN 1990) [Modified by Buyer]**

(a) The Buyer's Procurement Representative may propose engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract, and may propose other changes within the general scope of this Contract as set forth below. The changes may also arise if proposed by the Government.

(b) Pending execution of a bilateral agreement or the direction of Buyer's Procurement Representative pursuant to the "CHANGES" clause, Seller shall proceed diligently with performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by Buyer's Procurement Representative is not incorporated into the Contract, the work done by Seller in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by Buyer under the "CHANGES" clause. Seller shall be entitled to an equitable adjustment in the Contract cost and fee for the effort required under subparagraph (a), but Seller shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the Contract cost and fee shall be a dispute within the meaning of the clause of this Contract entitled "DISPUTES" (FAR 52.233-1).

#### **REQUIREMENTS FOR DOMESTIC MANUFACTURE OF CERTAIN SHIPBOARD SYSTEMS AND EQUIPMENT [Modified by Buyer]**

The work under this Contract shall be subject to Section 8125 of the Consolidated Appropriations Act, 2016 (P.L. 114-113), 129 Stat. 2242. In accordance with the provisions of Section 8125 of Public Law 114-113 as amended, Seller shall ensure that the work or items it is furnishing to Buyer for the Vessels constructed under this Contract shall incorporate (1) propulsion systems (that is, the engines, reduction gears, and propellers), (2) Auxiliary equipment (that is, pumps) for shipboard services, (3) shipboard cranes, and (4) spreaders for shipboard cranes which are manufactured in the United States (i.e., have more than half of their value, in terms of costs, added in the United States). Seller 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 Buyer or the Contracting Officer, records showing compliance with this clause. Seller agrees to insert this clause, in every subcontract, purchase order and option agreement issued in performance of this Contract.

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

In interpreting the requirements of these clauses, "Contracting Officer" should be considered to be Buyer's Procurement Representative and "Government" should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government's solicitation clauses to the terms used in NASSCO's MILGEN terms; however, there may be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when sup 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>



**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**

<b>NUMBER</b>	<b>TITLE NOTE</b>	<b>DATE</b>
<b>52.202-1 DEFINITIONS</b> <i>No Note applies.</i>		NOV 2013
<b>52.203-3 GRATUITIES</b> <i>Note 3 applies in (c) and (d).</i>		APR 1984
<b>52.203-5 CONVENANT 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>		SEPT 2006
<b>52.203-7 ANTI-KICKBACK PROCEDURES</b> <i>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.</i>		MAY 2014
<b>52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>Note 3 applies to (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 illegal or improper activity done 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>		OCT 2010
<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b> <i>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.</i>		OCT 2015
<b>52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> <i>No Note applies.</i>		APR 2014
<b>52.204-2 SECURITY REQUIREMENTS</b> <i>Applies if the Contract Work requires access to classified information.</i>		AUG 1996
<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER</b> <i>Note 3 applies to (b).</i>		MAY 2011
<b>52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</b> <i>Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system. Note 3 applies for (c). In (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).</i>		JAN 2011
<b>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR 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 and fulfill its reporting obligations under this clause. No Note applies.</i>		OCT 2015
<b>52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS</b> <i>No note applies.</i>		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

Note 3 applies.

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** AUG 2020

Notes 3 and 6 apply.

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT** OCT 2015

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** JUL 2013

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 STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)** APR 2014

No Note applies.

**52.211-5 MATERIAL REQUIREMENTS** AUG 2000

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

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

No Note applies.

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

Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.

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

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** AUG 2011

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** OCT 2010

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** OCT 2010

Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.

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

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

**52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS** JUL 2005

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

**52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES** 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 DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA** OCT 2010

Note 5 applies.

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

Note 5 applies.

**52.215-21A II REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)** 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 2014

The plan should be provided to Buyer.

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

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 PAYMENT FOR OVERTIME PREMIUMS** JUL 1990

Note 5 applies.

**52.222-3 CONVICT LABOR** JUN 2003

No Note applies.

<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION</b>	MAY 2014
<i>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</i>	
<b>52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES</b>	FEB 2016
<i>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</i>	
<b>52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000</b>	MAY 2014
<i>Applies when Contract exceeds or may exceed \$15,000. No Note applies.</i>	
<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES</b>	FEB 1999
<i>No Note applies.</i>	
<b>52.222-26 EQUAL OPPORTUNITY</b>	APR 2015
<i>Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).</i>	
<b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS</b>	JUL 2014
<i>Applies to Contract with value of \$100,000 or more.</i>	
<b>52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</b>	JUL 2014
<i>Applies if Contract value equals or exceeds \$15,000. No Note applies.</i>	
<b>52.222-37 EMPLOYMENT REPORTS ON VETERANS</b>	FEB 2016
<i>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	
<b>52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT</b>	DEC 2010
<i>No Note applies.</i>	
<b>52.222-50 COMBATING TRAFFICKING IN PERSONS</b>	MAR 2015
<i>Note 5 applies except in (e) where Note 4 applies.</i>	
<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION</b>	OCT 2015
<i>Applies if this Contract exceeds \$3,500. No Note applies.</i>	
<b>52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b>	JAN 1997
<i>Note 5 applies.</i>	
<b>52.223-6 DRUG-FREE WORKPLACE</b>	MAY 2001
<i>Note 5 applies except Note 4 applies in (d).</i>	
<b>52.223-11 OZONE-DEPLETING SUBSTANCES</b>	MAY 2001
<i>Applies if the Contract Work was manufactured with or contains ozone-depleting substances. No Note applies.</i>	
<b>52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</b>	MAY 1995
<i>No Note applies.</i>	
<b>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b>	AUG 2011
<i>No Note applies.</i>	
<b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b>	JUN 2008
<i>No Note applies.</i>	
<b>52.227-1 AUTHORIZATION AND CONSENT</b>	DEC 2007
<i>No Note applies. Government and Contracting Officer remain unchanged.</i>	
<b>52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b>	DEC 2007
<i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	
<b>52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER</b>	DEC 2007
<i>Applies if the Contract Work or any patent application may cover classified subject matter. Note 5 applies to (a), (b) and (c).</i>	
<b>52.230-2 COST ACCOUNTING STANDARDS</b>	OCT 2015
<i>Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.</i>	
<b>52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS</b>	JUN 2010
<i>Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.</i>	
<b>52.232-20 LIMITATION OF COST</b>	APR 1984
<i>No Note applies.</i>	
<b>52.232-22 LIMITATION OF FUNDS</b>	APR 1984
<i>Note 2 applies to (c), (d), (e), (f)(2), (h) and (i). Note 1 applies to (k).</i>	
<b>52.232-23 ASSIGNMENT OF CLAIMS</b>	MAY 2014
<i>Note 2 applies for (c).</i>	
<b>52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b>	JUN 2013
<i>No Note applies.</i>	
<b>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b>	DEC 2013
<i>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.</i>	
<b>52.233-3 PROTEST AFTER AWARD</b>	AUG 1996
<i>Note 2 applies except in (e) where Note 3 applies.</i>	

<b>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</b> <i>No Note applies.</i>	OCT 2004
<b>52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III</b> <i>Note 5 applies to (b).</i>	DEC 1994
<b>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS</b> <i>Note 5 applies to (a)(2).</i>	APR 1984
<b>52.242-3 PENALTIES FOR UNALLOWABLE COSTS</b> <i>No Note applies.</i>	MAY 2014
<b>52.242-13 BANKRUPTCY</b> <i>Note 2 applies.</i>	JUL 1995
<b>52.243-1 CHANGES—FIXED PRICE</b> <i>Note 2 applies.</i>	AUG 1987
<b>52.243-1 ALT I CHANGES—FIXED PRICE (AUG 1987) ALT I</b> <i>Note 7 applies.</i>	APR 1984
<b>52.243-1 ALT II CHANGES – FIXED PRICE (AUG 1987) ALT II</b> <i>Note 7 applies.</i>	APR 1984
<b>52.243-2 CHANGES – COST-REIMBURSEMENT</b> <i>Note 2 applies.</i>	AUG 1987
<b>52.243-2 ALT I CHANGES- COST REIMBURSEMENT (AUG 1987) – ALT I</b> <i>Note 7 applies.</i>	APR 1984
<b>52.243-2 ALT II CHANGES—COST REIMBURSEMENT (AUG 1987) ALT II</b> <i>Note 7 applies.</i>	APR 1984
<b>52.243-6 CHANGE ORDER ACCOUNTING</b> <i>No Note applies. The Contracting Officer remains unchanged and refers to the Government's Contracting Officer.</i>	APR 1984
<b>52.244-2 SUBCONTRACTS</b> <i>Note 5 applies. Buyer acts as the intermediary for the Government.</i>	OCT 2010
<b>52.244-5 COMPETITION IN SUBCONTRACTING</b> <i>No Note applies.</i>	DEC 1996
<b>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS</b> <i>No note applies.</i>	FEB 2016
<b>52.245-1 GOVERNMENT PROPERTY</b> <i>Note 5 applies.</i>	APR 2012
<b>52.245-9 USE AND CHARGES</b> <i>Note 5 applies.</i>	APR 2012
<b>52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS</b> <i>No Note applies.</i>	JUN 2003
<b>52.247-68 REPORT OF SHIPMENT (REPSHIP)</b> <i>Note 5 applies.</i>	FEB 2006
<b>52.248-1 VALUE ENGINEERING</b> <i>Applies if the Contract value exceeds \$150,000; Note 5 applies.</i>	OCT 2010
<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>52.249-6 TERMINATION (COST-REIMBURSEMENT)</b> <i>Clause is applicable when Government terminates the Prime Contract.</i>	MAY 2004
<b>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b> <i>Clause is applicable when Government terminates the Prime Contract.</i>	APR 1984
<b>52.249-14 EXCUSABLE DELAYS</b> <i>Note 2 applies to (b)(2) and Note 7 applies to (c).</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>	APR 1984
<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>252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</b> <i>No Note applies.</i>	SEPT 2011

<b>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES</b>	DEC 2008
<i>Applies if this Contract exceeds \$150,000. Note 5 applies.</i>	
<b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b>	SEP 2013
<i>No Note applies.</i>	
<b>252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL</b>	DEC 2012
<i>No Note applies.</i>	
<b>252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)</b>	JAN 2015
<i>No Note applies.</i>	
<b>252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</b>	NOV 2011
<i>Note 5 applies.</i>	
<b>252.204-7000 DISCLOSURE OF INFORMATION</b>	AUG 2013
<i>Note 5 applies.</i>	
<b>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b>	APR 1992
<i>No Note applies.</i>	
<b>252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES</b>	NOV 2001
<i>No Note applies.</i>	
<b>252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS</b>	DEC 2015
<b>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION</b>	OCT 2016
<i>Note 4 applies.</i>	
<b>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT</b>	DEC 2015
<i>Note 7 applies.</i>	
<b>252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS</b>	DEC 2015
<i>No note applies.</i>	
<b>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b>	DEC 1991
<i>No Note applies.</i>	
<b>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</b>	OCT 2015
<i>Note 5 applies for (b).</i>	
<b>252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS</b>	MAY 2006
<i>No Note applies.</i>	
<b>252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS</b>	DEC 1991
<i>No Note applies.</i>	
<b>252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION</b>	DEC 2013
<i>No Note applies.</i>	
<b>252.215-7000 PRICING ADJUSTMENTS</b>	DEC 2012
<i>No Note applies.</i>	
<b>252.223-7004 DRUG FREE WORK FORCE</b>	SEP 1988
<i>No Note applies.</i>	
<b>252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM</b>	JUN 2013
<i>Note 2 applies for (b.)</i>	
<b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b>	DEC 2012
<i>No Note applies.</i>	
<b>252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD</b>	OCT 2010
<i>Note 5 applies.</i>	
<i>Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada per 252.225-7003 (OCT 2015)</i>	
<b>252.225-7007 PROHIBITION ON ACQUISITION OF US MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES</b>	SEP 2006
<b>252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS</b>	OCT 2014
<i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	
<b>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b>	FEB 2013
<i>No Note applies.</i>	

<b>252.225-7013 DUTY-FREE ENTRY – BASIC (NOV 2014)</b> <i>No Note applies.</i>	NOV 2014
<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>	OCT 2015
<b>252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS</b> <i>No Note applies for (d).</i>	DEC 2009
<b>252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS</b> <i>No Note applies.</i>	APR 2003
<b>252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT- BALANCE OF PAYMENTS – BASIC</b> <i>No Note applies.</i>	NOV 2014
<b>252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS</b>	JUN 2005
<b>252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS</b> <i>No Note applies.</i>	JUN 2005
<b>252.225-7048 EXPORT-CONTROLLED ITEMS</b> <i>No Note applies.</i>	JUN 2013
<b>252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS</b> <i>Applies if this Contract exceeds \$500,000. Note 5 applies.</i>	SEP 2004
<b>252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL 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>252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION</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>252.227-7015 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>252.227-7015 ALT I TECHNICAL DATA COMMERCIAL ITEMS (FEB 2014) ALT I</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>	DEC 2011
<b>252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION</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>	JAN 2011
<b>252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS</b> <i>No Note applies.</i>	JAN 2011
<b>252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE</b> <i>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.</i>	SEP 2011
<b>252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS</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>	MAY 2013
<b>252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE</b> <i>No Note applies.</i>	APR 1988
<b>252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT</b> <i>No Note applies.</i>	JUN 1995
<b>252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT</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>	MAR 2000
<b>252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA</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>	JUN 2013
<b>252.231-7000 SUPPLEMENTAL COST PRINCIPLES</b> <i>No Note applies.</i>	DEC 1991

<b>252.232-7010 LEVIES ON CONTRACT PAYMENTS</b> <i>Note 2 applies.</i>	DEC 2006
<b>252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM</b> <i>No Note applies.</i>	NOV 2014
<b>252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION</b> <i>Note 5 applies.</i>	JAN 2008
<b>252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM</b> <i>No Note applies.</i>	MAY 2011
<b>252.242-7005 CONTRACTOR BUSINESS SYSTEMS</b> <i>Note 5 applies.</i>	FEB 2012
<b>252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION</b> <i>Note 5 applies.</i>	FEB 2012
<b>252.243-7001 PRICING OF CONTRACT MODIFICATIONS</b> <i>Note 5 applies.</i>	DEC 1991
<b>252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT</b> <i>Note 5 applies.</i>	DEC 2012
<b>252.244-7000 SUBCONTRACTORS FOR COMMERCIAL ITEMS</b> <i>No Note applies.</i>	JUN 2013
<b>252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION</b> <i>Notes 3 &amp; 6 apply.</i>	May 2014
<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>Note 5 applies.</i>	APR 2012
<b>252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION</b> <i>No note applies.</i>	APR 2012
<b>252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL</b> <i>Note 5 applies.</i>	MAR 2015
<b>252.246-7001 WARRANTY OF DATA</b> <i>Note 5 applies.</i>	MAR 2014
<b>252.246-7001 ALT 1 WARRANTY OF DATA (MAR 2014) (ALT I)</b> <i>Note 5 applies.</i>	MAR 2014
<b>252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES</b> <i>Note 5 applies.</i>	JUN 2013
<b>252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM</b> <i>Notes 3 and 6 apply.</i>	AUG 2016
<b>252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA</b> <i>Note 5 applies.</i>	APR 2014
<b>252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA</b> <i>Note 5 applies.</i>	MAR 2000
<b>252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION</b> <i>Note 5 applies.</i>	OCT 2015
<b>252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES</b> <i>Note 5 applies.</i>	AUG 2012
<b>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FT) (APR 1984) ALTERNATE II (DEVIATION)</b> <i>[Modified by Buyer]</i>	

Modify the clause as follows:

(a) 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."

(b) 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.”

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