

NATIONAL STEEL AND SHIPBUILDING COMPANY

SPECIAL TERMS AND CONDITIONS

USS TRIPOLI REPAIR PROGRAM

N00024-18-C-2404

PRIME CONTRACT CLAUSES – N00024-16-R-4421

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

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

Section B – Supplies or Services and Prices

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

Section C – Descriptions and Specifications

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994) [*Modified by Buyer*]

(a) Performance under this contract may require that the 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, the 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 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 Buyer or the Government or their respective employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer's Procurement Representative.

(b) The 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; (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, joint venturer, affiliate, successor, or assign of the 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 the Buyer or the Government through any means to which the Seller has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) Seller agrees that it will promptly notify the Buyer's Procurement Representative of any attempt by an individual, company, or Buyer or Government representative 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 individual, company, or Government representative seeking access to such information.

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

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

NON-SMOKING POLICY

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

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.

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

No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. If Seller desires to employ non-U.S. citizens in the performance of work under this Contract or agreement that requires access as specified in the preceding sentence, approval must be first obtained from the cognizant Contract Administration Office (CAO) through Buyer's communication with the CAO.

DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015) [*Modified by Buyer*]

Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this Contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this Contract shall be construed as relieving the Seller from any obligations which is may have for compliance with the aforesaid regulations.

DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (AT) (NAVSEA) (JAN 1990)

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 Seller from any obligations which it 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.

GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990) [Modified by Buyer]

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Buyer's Procurement Representative. Notwithstanding any such identification in the Special Contract Requirements or approval by the Buyer, the Seller agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2015) [Modified by Buyer]

- (a) Seller and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Buyer 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 SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

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

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

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

- (a) Definitions. (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the Contract (including its attachments). (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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

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

CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

INSPECTION AND TEST RECORDS (NAVSEA) MAY 1995)

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.

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.

Section D - Packaging and Marking – There are no flow-downs

Section E - Inspection and Acceptance [Modified by Buyer]

CLAUSES INCORPORATED BY REFERENCE

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

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

In case any work done or materials or supplies furnished by Seller under this Contract for any vessel, or the equipment thereof, shall within sixty (60) days of delivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by Seller to the satisfaction of the Government; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, Seller's obligation under this requirement to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, whichever occurs first. Seller shall not be entitled any additional fee for this work.

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

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

IDENTIFICATION OF CONDITION FOUND [Modified by Buyer]

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

DELAYS AND DISRUPTIONS [Modified by Buyer]

Seller shall coordinate the work effort with the Buyer on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under this contract. If, during contract performance, delays greater than those indicated above are encountered, the Seller shall immediately verbally notify the Buyer's Procurement Representative, followed by a written statement within 8 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Buyer personnel contacted.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

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

Section H - Special Requirements

5252.217-9107 GROWTH AND NEW WORK (SEP 1990) [Modified by Buyer]

- (a) It is the Government's intention to ensure that, where it is determined that the Contract Work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to Buyer and its subcontractors including Seller only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following course of action: (1) defer the Contract Work to a repair period after completion of the instant Contract; (2) accomplish the Contract Work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217-7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. Buyer and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than Buyer is successful, the successful contractor may engage in and complete the work while the ship is undergoing overhaul in Buyer's Facility pursuant to the "ACCESS TO VESSEL" clause.
- (b) Seller shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit Seller's facility or any other work site provided by the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair contractor proposes other than a fair and reasonable price. Seller shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. Seller shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.
- (c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interest of the Government.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996) [Modified by Buyer]

(a) GENERAL

- (1) Seller shall comply with all applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this requirement shall relieve Seller from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this Contract. Nothing contained herein shall serve to alter either party's liability or responsibility under applicable federal, state and local laws, codes and ordinances.
- (3) Materials contained in ship systems are not waste until after removal from the system.
- (b) IDENTIFICATION OF HAZARDOUS WASTES. Standard Work Template 077-11-001 (to be provided by Buyer) identifies the types and amounts of hazardous wastes that are required to be removed by Seller pursuant to applicable law, or that are expected to be generated, during the performance of Contract Work under this Contract.

(c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the Vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Seller's personnel shall only bear a generator identification number issued to Seller pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where Seller performs Contract Work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to Seller.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Seller's personnel shall bear a generator identification number issued to Seller pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
- (4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) Seller merely drains a system and such drainage creates hazardous waste or (b) Seller performs Contract Work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.
- (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this Contract entitled "DISPUTES" (FAR 52.233-1). However, Seller shall not stop any work but shall continue with performance of all Contract Work under this Contract as specified in the "DISPUTES" clause.
- (6) Hazardous Waste Manifests. For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), Seller shall sign the generator certification whenever use of the Manifest is required for disposal. Seller shall obtain concurrence with the categorization of the wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to Buyer or Southwest Regional Maintenance Center (SWRMC) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if Seller, while performing work at a Government facility, cannot obtain a separate generator identification number from the Country or U.S. State in which the availability will be performed, Seller shall notify Buyer or SWRMC (as applicable) within 3 business days of receipt of written notification by the Country or U.S. State.
- (8) After obtaining approval from either the Buyer or SWRMC (as applicable), Seller shall use the Navy generator identification number and insert in the remarks block Seller generator identification number issued for the approved site. For purposes of paragraph (c)(1) herein, if the Contract Work is being performed at the non-Government facility and the Government cannot obtain a separate generator identification number from the Country or U.S. State, the Government shall use Seller generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, Seller shall prepare the Manifest described in paragraph (c)(6) above and present it to Buyer or SWRMC (as applicable) for completion.

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.

5252.227-9112 LOGISTIC 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, the 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 the Seller and approved by the Buyer's Procurement Representative 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 the Seller and approved by the Buyer's Procurement Representative, for the manufacture of such repair parts in the United States or Canada, the Seller shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Buyer, 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.

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

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

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

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

5252.233-9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (NAVSEA) (JAN 1983) INCORPORATED BY REFERENCE

5252.243-9105 NOTIFICATION OF CHANGES (CT) (JAN 1983) [Modified by Buyer]

(a) Definitions. As used in this requirement, the term "Buyer's Procurement Representative" does not include any representative of the Buyer's 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 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 requirement 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 Buyer's Procurement Representative, the Seller shall notify the Buyer's Procurement Representative of any conduct which the Seller 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 Seller identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available

to the 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 the 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, the 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, the Seller shall take no action to implement a potential change until advised by the Buyer's Procurement Representative in writing as provided in (d) below, unless the potential change was previously directed by the Buyer's Procurement Representative, in which case the Seller shall conform therewith. Nothing in this paragraph (c) shall excuse the Seller from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Buyer's Procurement Representative.
- (d) Government Response. The Buyer's Procurement Representative shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Buyer's Procurement Representative shall either:
 - (i) Confirm that the conduct of which the Seller gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
 - (ii) Countermand any conduct regarded by the Seller as a change, or;
 - (iii) Deny that the conduct of which the Seller gave notice would constitute a change and, when necessary, direct the mode of further performance, or;
 - (iv) In the event the Seller's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Seller what additional information is required. Failure of the Buyer 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 Buyer's Procurement Representative shall be made in accordance with the clause of this contract entitled "CHANGES AND REQUESTS FOR EQUITABLE ADJUSTMENT SUBMISSIONS", or any other requirement of this contract which provides for an equitable adjustment.
- (f) Special Procedures. Paragraph (c) provides that the Seller is to take no action to implement a potential change pending the Buyer's Procurement Representative's response to the Seller's notice of the potential change, except where specifically directed by the Buyer's Procurement Representative. In special situations, however, where
 - (1) The circumstances do not allow sufficient time to notify the Buyer's Procurement Representative 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 Buyer, the Seller may proceed with work in accordance with the potential change. In such special situations, the Seller shall advise the Buyer's Procurement Representative in writing within five (5) days of the conduct giving rise to the potential change that the Seller has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within fifteen (15) calendar days of the conduct giving rise to the potential change, the Seller shall provide notice as required in (b) above. The Buyer's Procurement Representative shall respond as set forth in (d) above. If the Buyer's Procurement Representative determines that the conduct constitutes a change and countermands it, the 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 the Seller identifies any conduct which may result in delay to delivery of the ship(s), the Seller shall promptly so inform the Buyer's Procurement Representative thereof prior to providing the notice required by paragraph (b) above.

5252.243 9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990) [Modified by Buyer]

- (a) In addition to proposing engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract entitled "CHANGES", Buyer may propose other changes within the general scope of this Contract as set forth below. Within 45 days from the date of receipt of any such proposed change, or within such further time as Buyer may allow, Seller shall submit the proposed scope of Contract Work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the Vessel(s), and (D) status of Contract Work on the Vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as Buyer may require. Within 60 days from the date of receipt of Seller's estimate, Seller agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to Buyer's Procurement Representative, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the Contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. Seller's estimate referred to in this subparagraph shall be a firm offer for 60 days from and after the receipt thereof by Buyer's Procurement Representative having cognizance thereof, unless such period of time is extended by mutual consent.
- (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 Contract 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).

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 access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

<https://www.acquisition.gov/far/>
<http://FARSITE.HILL.AF.MIL/Vdfar1.htm>

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

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

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

Note 1 – Substitute "Buyer" for "the Government" or "the United States".

Note 2 – Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO".

Note 3 – Insert "and Buyer" after "Government".

Note 4 – Insert "or Buyer" after "Government.

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

Note 6 – Insert "and Buyer" after "Contracting Officer".

Note 7 – Insert "or Buyer's Procurement Representative" after "Contracting Officer".

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE NOTE	DATE
52.202-1	DEFINITIONS <i>No Note applies.</i>	NOV 2013
52.203-3	GRATUITIES <i>Note 3 applies in (c) and (d).</i>	APR 1984
52.203-5	CONVENANT AGAINST CONTINGENT FEES <i>Note 3 applies in (a).</i>	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT <i>Applies if the Contract value exceeds \$150,000. No Note applies.</i>	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES <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
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 3 applies to (b) and (c).</i>	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY <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
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS <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

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
<i>Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days.</i>	
<i>Disclosures made under this clause shall be made directly to the Government entities identified in the clause.</i>	
<i>Clause does not apply to small businesses.</i>	
52.203-14 DISPLAY OF HOTLINE POSTERS	OCT 2015
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
<i>No Note applies.</i>	
52.204-2 SECURITY REQUIREMENTS	AUG 1996
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011
<i>Note 3 applies to (b).</i>	
52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS	OCT 2016
<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>	
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
<i>Applies if this Contract exceeds \$30,000 and is not a subcontract for commercially available off the shelf items.</i>	
<i>Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.</i>	
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
<i>No Note applies.</i>	
52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
<i>Note 3 applies</i>	
52.211-5 MATERIAL REQUIREMENTS	AUG 2000
<i>Note 2 applies to (d) and (e).</i>	
52.211-15 DEFENSE PRIORITIES AND ALLOCATION REQUIREMENTS	APR 2008
52.215-2 AUDIT AND RECORDS—NEGOTIATION	OCT 2010
<i>Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS	AUG 2011
<i>Applies if submission of certified cost or pricing data is required. Note 4 applies.</i>	
<i>Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010
<i>Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	
52.215-14 INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
<i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
<i>Applies if this Contract meets the requirements of FAR 15.408(i). Note 5 applies.</i>	
52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES	OCT 1997
<i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS	OCT 2010
<i>Note 5 applies.</i>	
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (ALT. II)	OCT 1997
<i>Note 5 applies.</i>	
52.216-7 ALLOWABLE COST and PAYMENT	JUN 2013
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
<i>The plan should be provided to Buyer.</i>	
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Deviation 2016—O0009)	JAN 2017
52.222-3 CONVICT LABOR	JUN 2003
<i>No Note applies.</i>	

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION <i>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</i>	MAY 2014
52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES <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>	OCT 2016
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
52.222-21 PROHIBITION OF SEGREGATED FACILITIES <i>No Note applies.</i>	APR 2015
52.222-26 EQUAL OPPORTUNITY <i>Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).</i>	SEP 2016
52.222-35 EQUAL OPPORTUNITY FOR VETERANS <i>Applies to Contract with value of \$100,000 or more.</i>	OCT 2015
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37 EMPLOYMENT REPORTS ON VETERANS <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>	FEB 2016
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT <i>No Note applies.</i>	DEC 2010
52.222-50 COMBATING TRAFFICKING IN PERSONS <i>Note 5 applies except in (e) where Note 4 applies.</i>	MAR 2015
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION <i>Applies if this Contract exceeds \$3,000. No Note applies.</i>	OCT 2015
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6 DRUG-FREE WORKPLACE <i>Note 5 applies except Note 4 applies in (d).</i>	MAY 2001
52.223-10 WASTE REDUCTION PROGRAM	MAY 2011
52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016
52.223-12 MAINTENANCE, SERVICES, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING <i>No Note applies.</i>	AUG 2011
52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES <i>No Note applies.</i>	JUN 2008
52.227-1 AUTHORIZATION AND CONSENT <i>No Note applies. Government and Contracting Officer remain unchanged.</i>	DEC 2007
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT <i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	DEC 2007
52.230-2 COST ACCOUNTING STANDARDS	MAY 2014
52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-20 LIMITATION OF COST	APR 1984
52.232-23 ASSIGNMENT OF CLAIMS <i>Note 2 applies for (c).</i>	MAY 2014
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS <i>No Note applies.</i>	JUN 2013
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS <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>	DEC 2013
52.233-3 PROTEST AFTER AWARD <i>Note 2 applies except in (e) where Note 3 applies.</i>	AUG 1996
52.233-3 PROTEST AFTER AWARD (Alt. 1) <i>Note 2 applies except in (e) where Note 3 applies.</i>	JUN 1985

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM <i>No Note applies.</i>	OCT 2004
52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III <i>NoteS 1 & 2 apply.</i>	DEC 1994
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3 PENALTIES FO UNALLOWABLE COSTS	MAY 2014
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13 BANKRUPTCY <i>Note 2 applies.</i>	JUL 1995
52.243-1 CHANGES—FIXED PRICE <i>Note 2 applies.</i>	AUG 1987
52.243-6 CHANGE ORDER ACCOUNTING	APR 1984
52.244-2 SUBCONTRACTS <i>Note 5 applies. Buyer acts as the intermediary for the Government.</i>	OCT 2010
52.244-5 COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS <i>No Note applies.</i>	JAN 2017
52.245-1 GOVERNMENT PROPERTY	APR 2012
52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.248-1 VALUE ENGINEERING	OCT 2010
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) <i>Clause is applicable when Government terminates the Prime Contract.</i>	APR 2012
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-6 TERMINATION (COST-REIMBURSEMENT) <i>Clause is applicable when Government terminates the Prime Contract.</i>	MAY 2004
52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14 EXCUSABLE DELAYS	APR 1984
52.251-1 GOVERNMENT SUPPLY SOURCES	APR 2012
52.252-2 CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES	APR 1984
52.253-1 COMPUTER GENERATED FORMS	JAN 1991
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS <i>No Note applies.</i>	SEPT 2011
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES <i>Applies if this Contract exceeds \$150,000. Note 5 applies.</i>	DEC 2008
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS <i>No Note applies.</i>	SEP 2013
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012
252.203-7004 DISPLAY OF HOTLINE POSTERS	OCT 2016
252.204-7000 DISCLOSURE OF INFORMATION	OCT 2016
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT <i>No Note applies.</i>	APR 1992
252.204-7005 ORAL ATTESTATION OF SECURITY REQUIREMENTS	NOV 2001
252.204-7009 LIMITATION ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT 2016

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 2014
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT 2015
<i>Note 5 applies for (b).</i>	
252.211-7000 ACQUISITION STREAMLINING	OCT 2010
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION	MAY 2016
252.211-7007 REPORTING GOVERNMENT FURNISHED PROPERTY	AUG 2012
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
252.215-7000 PRICING ADJUSTMENTS	DEC 2012
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	MAR 2016
252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC 2010
252.223-7004 DRUG FREE WORK FORCE	SEP 1988
252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS	SEP 2014
252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM	JUN 2013
252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM – BASIC	DEC 2016
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2016
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT 2015
<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>	
252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR 2013
252.225-7008 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	OCT 2014
<i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC 2016
252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN 2005
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	DEC 2009
252.225-7021 TRADE AGREEMENTS—BASIC	SEP 2019
<i>(Applies if the Contract Work contains other than U.S.-made, qualifying country, or designated country end products.)</i>	
252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS	DEC 2009
252.224-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	DEC 2018
252.225-7048 EXPORT-CONTROLLED ITEMS	JUN 2013
<i>No Note applies.</i>	
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP 2004
252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS	FEB 2014
<i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
252.227-7014 RIGHTS IN NONCOMMERCIAL COMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB 2014
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Non-commercial Computer Software and Computer Software Documentation to be delivered under the Contract.</i>	
252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS	FEB 2014
<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>	
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION	JAN 2011
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE	SEP 2016
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION	MAY 2013

MARKED WITH RESTRICTIVE LEGENDS

No Note applies. The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE <i>Note 1 applies to the first sentence.</i>	APR 1988
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT <i>Note 5 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
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA <i>Note 5 applies. The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.</i>	SEP 2016
252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) <i>Applies if Seller is not a small business or nonprofit organization subject to FAR 52.227-11. Note 2 applies.</i>	JUN 2012
252.231-7000 SUPPLEMENTAL COST PRINCIPLES <i>No Note applies.</i>	DEC 1991
252.232-7010 LEVIES ON CONTRACT PAYMENTS <i>Note 2 applies.</i>	DEC 2006
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY 2011
252.242-7005 CONTRACTOR BUSINESS SYSTEM	FEB 2012
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION	FEB 2012
252.243-7001 PRICING OF CONTRACT MODIFICATIONS <i>Note 5 applies.</i>	DEC 1991
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT <i>Note 5 applies.</i>	DEC 2012
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2013
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013
252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY 1995
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	APR 2014
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	MAR 2000