

**NATIONAL STEEL AND SHIPBUILDING COMPANY**  
**SPECIAL TERMS AND CONDITIONS**  
**USS MAKIN ISLAND (LHD-8)**  
**N00024-23-C-4404**

## **PRIME CONTRACT CLAUSES – N00024-23-D-4404**

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

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

## **DEFINITIONS**

The following terms will have the meanings indicated in each of the following clauses as modified. Note that 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, whether the terms are capitalized or appears in lower case form.* The defined terms in the MILGEN terms apply to this document. Seller is also referred to as the Contractor in these provisions.

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

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

### **PLACE OF PERFORMANCE** [Modified by Buyer]

All Contract Work under this Contract is to be performed as follows: CNO scheduled availability Contract Work will be performed at Buyer’s Facility at the assigned homeport in San Diego, CA unless otherwise stipulated in the Contract Work package. For continuous maintenance periods including emergent type Contract Work and interim availabilities, Contract Work may be performed OCONUS, at Buyer’s or its customer’s Facility, Seller’s facility (only if so specified in the specifications or task order) or the Government’s Facility within the ship’s homeport in San Diego, CA, or as determined by the Government’s ACO. Administrative and Engineering Support Services (AESS) functions may be performed at Buyer’s Facility, at various Government activities, or onboard vessels, in accordance with Contract Work items delineated in the specifications. For Planned Maintenance (PM), Facilities Maintenance (FM) including Corrosion Control, In-Service Engineering Agent (ISEA) and Ship Assessments, Contract Work may be performed at either Buyer’s Facility or the Government’s Facility within the ship’s homeport in San Diego, CA, or as determined by the Government’s ACO or Buyer. Travel will include CONUS and OCONUS for Fly-Away Teams.

### **TRAVEL COSTS** [Modified by Buyer].

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

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

- (a) Seller shall not charge, and Buyer shall not pay, as an allowable cost under this Contract, any man-hour costs (whether straight-time or overtime) for Seller personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Facility designated in the SOW for performance of the Contract Work.
- (b) Workers being paid under this Contract will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.
- (c) This requirement pertains only to payments for travel time before or after these workers’ regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer’s representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government provided requirements or as specified by Buyer.
- (d) Additionally, Seller shall not charge, and Buyer shall not pay, any transportation costs under this Contract associated with transporting Seller’s personnel between the Facility designated in the SOW and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by Seller on behalf of the work force.

### **FORCE PROTECTION CONDITION** [Modified by Buyer]

The Government is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your price. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

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

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

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

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

## **Section C – Descriptions and Specifications**

### **IDENTIFICATION OF CONDITION FOUND, GROWTH OR NEW WORK [Modified by Buyer]**

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 (or other applicable data item). Buyer will not negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably discoverable or apparent to the Seller prior to proposal submission.

### **DELAYS / DISRUPTIONS**

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

### **QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (OCT 2018) [Modified by Buyer]**

Seller 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 Buyer or the Contracting Officer for review upon request.

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

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

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

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

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

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office via the Buyer Procurement Representative 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the respective safety office for that Government location to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

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

**EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)** [Modified by Buyer]

(a) Definitions. As used in this text:

*Article* means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office, and to Buyer. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion

Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

**MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)** *[Modified by Buyer]*

(a) General

- (1) Seller shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this special contract requirement shall relieve Seller from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
- (3) Materials contained in ship systems are not waste until after removal from the system.

(b) Identification of Hazardous Wastes – The specifications of this contract identifies the types and amounts of hazardous wastes that are required to be removed by Seller, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

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

**ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)** *[Modified by Buyer]*

(a) Performance under this contract may require that Seller have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer so that Buyer can provide a copy to the Government's Contracting Officer. The Government may unilaterally modify the prime contract to list those third parties with which the Buyer or Seller has agreement(s).

(b) Buyer agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer or the Government's Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer,

affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

- (c) These restrictions on use and disclosure of the data and software also apply to information received from Buyer or the Government through any means to which the Seller has access in the performance of this contract that contains restrictive markings.
- (d) Seller agrees that it will promptly notify Buyer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Buyer representative seeking access to such information.
- (e) Seller shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

#### **DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--ALTERNATE I (NAVSEA) (JUL 2019)**

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

(b) Whenever Seller requests or proposes an equitable adjustment with respect to a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change, or whenever Seller requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government or Buyer, the proposal supporting such request shall include the following information for each individual item or element of the request:

- (1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of identifiable raw material, purchased parts, components and;
- (2) Description of work necessary to undo work already completed which has been deleted by the change;
- (3) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;
- (4) Description of interference and inefficiencies in performing the change;
- (5) Description of disruption attributable solely to the change; which description shall include the following information:
  - (i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;
  - (ii) The calendar period of time during which disruption occurred, or may occur;
  - (iii) Area(s) of the Seller's operations where disruption occurred, or may occur;
  - (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
  - (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
  - (vi) Description of any measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work or increased costs attributable to the change;
- (8) Supplementing the foregoing, a narrative statement of the nature of the alleged Buyer or Government act or omission, when the alleged Buyer or Government act or omission occurred, and the "causal" relationship between the alleged act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

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

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above. Accordingly, the Seller is required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

#### **EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018) [Modified by Buyer]**

Seller shall extend to Buyer so that Buyer can extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost. Seller shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software.

Acceptance of the standard commercial warranty does not waive Buyer's or the Government's rights under the "Inspection" clause, nor does it limit Buyer's or the Government's rights with regard to other terms and conditions of the Contract. In the event of a conflict, the terms and conditions of the Contract shall take precedence over the standard commercial warranty.

**HEAVY WEATHER PLAN (NAVSEA) (OCT 2018) [Modified by Buyer]**

In order to ensure that Naval vessels and material are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Seller shall support Buyer's preparation of a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in SERMC Local Standard Item (LSI) 099-58SE.

In the event the Supervisor directs the Buyer to implement the HWP pursuant to LSI 099-58SE the Seller may submit to Buyer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require.

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

- (a) Contract Specifications. Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents and other documentation as described in paragraph (e) below.
- (b) Contract Drawings and Data. Buyer will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the Buyer-generated specification as mandatory for use or for performance.
- (c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated in the Buyer-generated purchase specifications. Buyer shall furnish only the GFI identified in Buyer-generated purchase specifications. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI. If any action taken by the Government's Contracting Officer pursuant to subparagraph such revision causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).
- (d) Except for the information and data specified by paragraphs (a), (b), and (c) above, the Buyer and Government will not be obligated to furnish Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed the Buyer-generated purchase specification, the clause of this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this Contract.
- (e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the specifications. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/> or
- (2) By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP) Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398

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

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

- (a) For purposes of paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1 or an alternate thereof) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:
  - (1) the vessel;
  - (2) the equipment on the vessel;
  - (3) movable stores;
  - (4) cargo; and
  - (5) other material on the vessel.
- (b) For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:
  - (1) the vessel;
  - (2) the equipment on the vessel;

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

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

All Government scrap resulting from accomplishment of any Contract Work is the property of Buyer to be disposed of as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for recovery value of its basic material content. The determination as to which materials are considered scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Government Property Administrator for the cognizant SUPSHIP or RMC Office. As consideration for retaining the Government's scrap, Buyer's price and Seller's price for the performance of the Contract Work required herein shall be a net price reflecting the value of the Government scrap. This requirement is not intended to conflict in any way with the clauses of this Contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1), nor does it relieve Seller of any other requirement under such clauses.

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

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

**SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)**

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

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

Seller may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Buyer Procurement Representative for approval. The Seller shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Buyer Procurement Representative. Any approved alternate specifications or standards will be incorporated into the contract.

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

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

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

- (a) Seller shall exercise reasonable care, as agreed upon with the Buyer, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Buyer and the Seller prior to work on the vessel by the Seller.
- (b) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Seller's workmen.
- (c) The Seller shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by Seller in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Buyer

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

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

**ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (OCT 2018)** *[Modified by Buyer]*

Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by Buyer or the Government's representative, have, at all reasonable times, admission to the applicable plant, access to the Vessel(s) where and as required, and be permitted, within the plant and on the Vessel(s) required, to perform and fulfill their respective obligations to the Government. Buyer and Seller shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the



Government's representative to be given admission to the applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (APR 2019)** [Modified by Buyer]

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Seller shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Seller desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the Buyer Procurement Representative, an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Seller's facilities or by a site supervisor for work performed on vessels outside the Seller's plant.

(2) Seller's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to the Buyer Procurement Representative.

(4) Seller's plan for ensuring subcontractor compliance with the provisions of the Seller's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Seller in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M, Seller shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Seller, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received from Buyer, Seller must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries. Such approval is subject to approval by the Government.

(d) The Seller shall fully comply with approved ACPs. Noncompliance by the Seller or subcontractor serves to cancel any authorization previously granted, in which case the Seller shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the Buyer Procurement Representative that the Government's interests are protected. Further, the Buyer and the Government reserve the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the Buyer Procurement Representative of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

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

**NON SMOKING POLICY**

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

**USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)**

Due to safety concerns, use of BOCBTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any Contract

Work required by this Contract.

**POST-AWARD SUBMISSION** [Modified by Buyer]

After receipt of award and prior to starting work aboard the Vessel, Seller must submit a list of employees who will work aboard the ship to Buyer, so that Buyer can provide a comprehensive list to the Government as Buyer is required to under the terms of its Prime Contract. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official.

**Section D - Packaging and Marking**

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

**PACKAGING OF DATA (NAVSEA) (FEB 2022)** [Modified by Buyer]

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the Contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPM), 31 CFR Part 117.

**MARKING OF REPORTS (NAVSEA) (OCT 2018)** [Modified by Buyer]

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

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

**WARRANTY NOTIFICATION FOR ITEM(S)\* ALTERNATE I (NAVSEA) (MAY 2019)** [Modified by Buyer]

Seller shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R with Change 1 dated 24 May 2018 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read: \*

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-4421 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS MAKIN ISLAND (LHD-8) FY22 CMAV S003 FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY CS JENNIFER GOMEZ ([jennifer.h.gomez@navy.mil](mailto:jennifer.h.gomez@navy.mil)), CS MARCELLA MIRAFUENTES ([marcella.mirafuentes@navy.mil](mailto:marcella.mirafuentes@navy.mil)), AND ACO LATOYA JOHNSON ([latoya.johnson@navy.mil](mailto:latoya.johnson@navy.mil)), AND PM NICHOLAS KLEMP ([nicholas.klemp@navy.mil](mailto:nicholas.klemp@navy.mil)).

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

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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

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

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

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

**Section E - Inspection and Acceptance**

**CLAUSES INCORPORATED BY REFERENCE**

52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) <i>(Notes 1 &amp; 2 below in Section I apply.)</i>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) <i>(Note 1 below in Section I applies.)</i>

**INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)**

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

**TESTS AND TRIALS--BASIC (NAVSEA) (OCT 2018) [Modified by Buyer]**

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

**NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018) [Modified by Buyer]**

Contractor shall notify Buyer's Procurement Representative, in writing, when the material will be inspected and/or tested. A minimum of four (4) working days is required to arrange such visit.

**QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018) [Modified by Buyer]**

This provision applies in instances covered in FAR 52.246-11(b). The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government or Buyer for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government or Buyer may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Government or Buyer reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

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

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

**CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018) [Modified by Buyer]**

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

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

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

- (c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.
- (d) The certificate shall read as follows:

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

Date of Execution:

Signature:

Typed Name:

Title:

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

#### **PLACE OF PERFORMANCE**

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

**National Steel and Shipbuilding Company (NASSCO)**

**2798 East Harbor Drive.**

**San Diego, CA 92113-3650**

#### **CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)** [Modified by Buyer]

In the event the Contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify, in writing, the Buyer's Representative. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Buyer of any contract delivery schedule, or of any rights or remedies provided by law or under this contract

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

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15	STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government) <i>(Notes 1 &amp; 2 below in Section I apply.)</i>
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984) <i>(Note 2 below in Section I applies.)</i>

### **Section G - Contract Administration Data**

#### **HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)** [Modified by Buyer]

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

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

contrary. The Buyer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and Seller's established accounting policy and procedures.

## **Section H - Special Requirements**

### **EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018) [Modified by Buyer]**

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

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

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

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

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

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

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

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

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

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

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

5. The Navy Safety Office points of contact are as follows: Michael Manese, Code 160B

(End of text)

## Section I - Contract Clauses

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Purchasing Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government’s solicitation clauses to the terms used in Buyer’s MILGEN terms; however, there may be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. “Contractor” shall mean Seller. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a dispute or change 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/>

### I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The term “Contractor” means the “Seller” unless noted otherwise. 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://acquisition.gov/browse/index/far> or <https://www.acq.osd.mil/dpap/dars/>

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

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

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

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

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

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

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

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

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES NUMBER TITLE & NOTE

	DATE
<b>52.202-1 DEFINITIONS</b>	JUN 2020
<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>	JUN 2020
<b>52.203-7 ANTI-KICKBACK PROCEDURES</b> <i>Applies if the Contract value exceeds \$150,000. Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	JUN 2020
<b>52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>Note 4 applies for (a), (b) and (c).</i>	MAY 2014
<b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> <i>Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> <i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	JUN 2020
<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b> <i>Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days.</i>	NOV 2021

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

<b>52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b>	JUN 2020
<b>52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS</b>	JAN 2017
<b>52.204-2 SECURITY REQUIREMENTS</b> <i>Applies if the Contract Work requires access to classified information.</i>	MAR 2021
<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</b> <i>Note 3 applies to (b).</i>	MAY 2011
<b>52.204-9 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 paragraph (d) prime Contractor shall refer to Buyer. Seller is responsible for getting the information to Buyer so that Buyer can comply with the reporting requirements of paragraph (d).</i>	JAN 2011
<b>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</b> <i>Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer can comply with the reporting requirements of (d).</i>	JUN 2020
<b>52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE</b>	OCT 2016
<b>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</b>	OCT 2018
<b>52.204-19 INCORPORATION BY REFERENCE REPRESENTATIONS AND CERTIFICATIONS</b> <i>Applies if the Contract Work requires access to classified information.</i>	DEC 2014
<b>52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS</b>	NOV 2021
<b>52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES</b>	NOV 2021
<b>52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT</b>	NOV 2021
<b>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> <i>Applies only to subcontracts for other than commercial items. Note 6 applies.</i>	NOV 2021
<b>52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</b>	OCT 2018
<b>52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</b>	NOV 2015
<b>52.210-1 MARKET RESEARCH</b>	NOV 2021
<b>52.211-5 MATERIAL REQUIREMENTS</b> <i>Note 2 applies to (d) and (e).</i>	AUG 2000
<b>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b>	APR 2008
<b>52.215-2 AUDIT AND RECORDS—NEGOTIATION</b> <i>Applies if the Contract value exceeds \$150,000; applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	JUN 2020
<b>52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT</b>	OCT 1997
<b>52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</b>	AUG 2011
<b>52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION OCT 2022-O0001)</b> <i>Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. "Government" means "Buyer" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	OCT 2021

<b>52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION OCT 2022-O0001)</b>	OCT 2021
<i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	
<b>52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION OCT 2022-O0001)</b>	OCT 2021
<i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	
<b>52.215-14 INTEGRITY OF UNIT PRICING</b>	NOV 2021
<i>Applies if this Contract meets the applicability requirements of FAR 15.408(f). Note 5 applies.</i>	
<b>52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS</b>	OCT 2010
<i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	
<b>52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</b>	JUL 2005
<i>Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.</i>	
<b>52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES</b>	OCT 1997
<i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	
<b>52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS</b>	NOV 2021
<i>Note 5 applies.</i>	
<b>52.216-7 ALLOWABLE COST AND PAYMENT</b>	JUN 2013
<i>Note 1 applies except in (a)(3) and (b)(2)(F) where NOTE 3 applies. Note 2 applies except in (g) where Note 7 applies. The blank in (a)(3) is completed with the “the 30<sup>th</sup>” unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) “six years” is changed to “5 years”. The references to government entities in (d) are unchanged.</i>	
<b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS</b>	OCT 2018
<i>Does not apply to small businesses. Note 5 applies.</i>	
<b>52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)</b>	NOV 2016
<i>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.</i>	
<b>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</b>	FEB 1997
<i>Note 5 applies.</i>	
<b>52.222-3 CONVICT LABOR</b>	JUN 2003
<i>Note 5 applies.</i>	
<b>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION</b>	MAY 2018
<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>	JAN 2022
<i>Note 2 applies for (c) and Note 2 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>	JUN 2020
<i>Applies when Contract exceeds or may exceed \$15,000. No Note applies.</i>	
<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES</b>	APR 2015
<b>52.222-26 EQUAL OPPORTUNITY</b>	SEP 2016
<i>Applies to Contract with value in excess of \$10,000. Note 7 applies to (c)(3) and (c)(5).</i>	
<b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS</b>	JUN 2020
<i>Applies if Contract value is \$100,000 or more. Note 5 applies.</i>	
<b>52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES</b>	JUN 2020
<i>Applies if Contract value equals or exceeds \$15,000. No Note applies.</i>	
<b>52.222-37 EMPLOYMENT REPORTS ON VETERANS</b>	JUN 2020



<i>Applies if Contract value equals or exceeds \$100,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	
<b>52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT</b> <i>Applies if Contract value exceeds \$10,000.</i>	DEC 2010
<b>52.222-50 COMBATING TRAFFICKING IN PERSONS</b> <i>Note 5 applies except in (e) where Note 4 applies.</i>	NOV 2021
<b>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION</b> <i>Applies if this Contract exceeds \$3,000. No Note applies.</i>	MAY 2022
<b>52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b> <i>Applies if this Contract involves hazardous material. Note 5 applies in (e) and Note 4 applies in (f).</i>	FEB 2021
<b>52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</b>	MAY 2011
<b>52.223-6 DRUG-FREE WORKPLACE</b> <i>Note 5 applies. Except Note 4 applies in (d).</i>	MAY 2001
<b>52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS</b> <i>Applies if the Contract Work was manufactured with or contains ozone-depleting substances. No Note applies.</i>	JUN 2016
<b>52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</b>	JUN 2016
<b>52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS</b>	MAY 2020
<b>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b> <i>Applies if Contract value exceeds \$3,000. Note 5 applies.</i>	JUN 2020
<b>52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS</b>	MAY 2011
<b>52.224-1 PRIVACY ACT NOTIFICATION</b>	APR 1984
<b>52.224-2 PRIVACY ACT</b>	APR 1984
<b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b>	FEB 2021
<b>52.227-1 AUTHORIZATION AND CONSENT</b>	JUN 2020
<b>52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b> <i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	JUN 2020
<b>52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR</b> <i>Note 5 applies in (b)(2)(i), (e)(1), (e)(2), (e)(3), (f)(2), and (g). Seller is to provide its disclosures and reports to Buyer so that Buyer can fulfill its obligations under the Prime Contract.</i>	MAY 2014
<b>52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION</b> <i>Note 2 applies.</i>	JAN 1997
<b>52.229-3 FEDERAL, STATE, AND LOCAL TAXES</b> <i>Note 2 applies to (g).</i>	FEB 2013
<b>52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)</b> <i>Note 2 applies to (g).</i>	FEB 2013
<b>52.230-2 COST ACCOUNTING STANDARDS</b> <i>Subparagraph (b) does not apply. Provision applies only when referenced in the Contract that full CAS coverage applies. No Note applies.</i>	JUN 2020
<b>52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS</b> <i>Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.</i>	JUN 2010
<b>52.232-23 ASSIGNMENT OF CLAIMS</b> <i>Buyer's Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).</i>	MAY 2014
<b>52.232-39 UNENFORCEABILITY OF OBLIGATIONS</b>	JUN 2013

<b>52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS</b> <i>Note 1 applies.</i>	NOV 2021
<b>52.233-3 PROTEST AFTER AWARD</b> <i>Note 2 applies except in (e) where Note 3 applies.</i>	AUG 1996
<b>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</b>	OCT 2004
<b>52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT</b> <i>Note 5 applies.</i>	SEP 2016
<b>52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION</b> <i>Note 5 applies.</i>	APR 1984
<b>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS</b> <i>Note 5 applies to (a)(2).</i>	APR 1984
<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. See also, DFARS Changes provision.</i>	AUG 1987
<b>52.243-6 CHANGE ORDER ACCOUNTING</b> <i>Note 2 applies if the Prime Contract requires change order accounting.</i>	APR 1984
<b>52.244-2 SUBCONTRACTS</b> <i>Notes 1 and 2 apply.</i>	JUN 2020
<b>52.244-5 COMPETITION IN SUBCONTRACTING</b>	DEC 1996
<b>52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	JAN 2022
<b>52.245-1 GOVERNMENT PROPERTY—ALT I</b> <i>Note 5 applies.</i>	APR 2012
<b>52.245-9 USE AND CHARGES</b> <i>Note 5 applies.</i>	APR 2012
<b>52.247-68 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>	JUN 2020
<b>52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b> <i>Clause is applicable when the Government terminates the Prime Contract.</i>	APR 2012
<b>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b> <i>Clause is applicable when the Government terminates the Prime Contract.</i>	APR 1984
<b>52.251-1 GOVERNMENT SUPPLY SOURCES</b>	APR 2012
<b>52.252-2 CLAUSES INCORPORATED BY REFERENCE</b>	FEB 1998
<b>52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES</b>	NOV 2020
<b>52.253-1 COMPUTER GENERATED FORMS</b>	JAN 1991
<b>252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</b>	SEPT 2011
<b>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES</b> <i>Applies if this Contract exceeds \$150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in the meaning for paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.</i>	DEC 2008

<b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b>	SEP 2013
<b>252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL</b> <i>Applies when FAR 2-3-13 applies to this Contract. No Note applies.</i>	AUG 2019
<b>252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)</b> <i>Applies in lieu of FAR 52.203-14.</i>	AUG 2019
<b>252.204-7000 DISCLOSURE OF INFORMATION</b> <i>Note 2 applies.</i>	OCT 2016
<b>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b>	APR 1992
<b>252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS</b>	FEB 2019
<b>252.204-7009 LIMITATION OF THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION</b>	OCT 2016
<b>252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION</b> <i>Note 7 applies.</i>	DEC 2019
<b>252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</b>	MAY 2016
<b>252.204-7018 PROHIBITION ON ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SOFTWARE</b>	JAN 2021
<b>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b>	DEC 1991
<b>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</b> <i>Note 5 applies for (b).</i>	MAY 2019
<b>252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION</b>	MAR 2022
<b>252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS</b>	NOV 2005
<b>252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION</b>	DEC 2019
<b>252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY</b> <i>Applies if this Contract requires Government property in Seller's possession to contain unique item identification.</i>	MAR 2022
<b>252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS</b> <i>Note 5 applies.</i>	DEC 2012
<b>252.217-7003 CHANGES</b> <i>Note 2 applies.</i>	DEC 1991
<b>252.217-7005 INSPECTION AND MANNER OF WORK</b> <i>Note 3 and Note 7 apply. "Master Agreements" means this Contract.</i>	JUL 2009
<b>252.217-7006 TITLE</b> <i>Note 2 applies.</i>	DEC 1991
<b>252.217-7011 ACCESS TO VESSEL</b> <i>Notes 2 and 3 apply.</i>	DEC 1991
<b>252.217-7014 DISCHARGE OF LIENS</b> <i>Note 1 applies.</i>	DEC 1991
<b>252.217-7015 SAFETY AND HEALTH</b>	DEC 1991
<b>252.217-7016 PLANT PROTECTION</b> <i>Note 1 applies.</i>	DEC 1991
<b>252.217-7028 OVER AND ABOVE WORK</b> <i>Note 1 and Note 2 apply.</i>	DEC 1991
<b>252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)</b>	DEC 2019

*Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g). Note 5 applies.*

<b>252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS</b>	DEC 2010
<b>252.223-7001 HAZARD WARNING LABELS</b> <i>Note 1 applies.</i>	DEC 1991
<b>252.223-7004 DRUG FREE WORK FORCE</b>	SEP 1988
<b>252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</b>	SEP 2014
<b>252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM</b> <i>Note 2 applies.</i>	JUN 2013
<b>252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM</b> <i>Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1. No Note applies.</i>	JUN 2022
<b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b>	MAR 2022
<b>252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD</b> <i>Note 5 applies.</i>	OCT 2020
<b>252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS</b> <i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	DEC 2019
<b>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b>	APR 2022
<b>252.225-7013 DUTY-FREE ENTRY</b> <i>Note 5 applies.</i>	MAR 2022
<b>252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS</b>	JUN 2005
<b>252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS</b>	JUN 2011
<b>252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN</b>	DEC 2009
<b>252.225-7021 TRADE AGREEMENTS—BASIC</b>	MAR 2022
<b>252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS</b> <i>Note 5 applies for (d).</i>	DEC 2009
<b>252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE</b>	DEC 2006
<b>252.225-7036 BUY AMERICAN—FREE TRADE AGREEMENT—BALANCE OF PAYMENTS PROGRAM—BASIC</b>	JUN 2022
<b>252.225-7038 RESTRICTIONS ON ACQUISITION OF AIR CIRCUIT BREAKERS</b>	OCT 2018
<b>252.225-7048 EXPORT CONTROLLED ITEMS</b>	JUN 2013
<b>252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN-- (DEVIATION 2020-O0006)</b>	OCT 2020
<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>	APR 2019
<b>252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS</b> <i>Note 5 applies.</i>	FEB 2014
<b>252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION</b> <i>Note 5 applies.</i>	FEB 2014
<b>252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS</b>	FEB 2014

*Note 5 applies.*

<b>252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION</b>	JAN 2011
<b>252.227-7025 LIMITATION ON THE USE OF OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS</b>	MAY 2013
<i>Note 5 applies.</i>	
<b>252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE</b>	APR 1988
<b>252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT</b>	MAR 2000
<i>Note 5 applies.</i>	
<b>252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA</b>	APR 2022
<i>Note 5 applies.</i>	
<b>252.231-7000 SUPPLEMENTAL COST PRINCIPLES</b>	DEC 1991
<b>252.243-7001 PRICING OF CONTRACT MODIFICATIONS</b>	DEC 1991
<b>252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT</b>	DEC 2012
<i>Note 5 applies.</i>	
<b>252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS</b>	JAN 2021
<b>252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION</b>	MAR 2014
<b>252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY</b>	APR 2012
<b>252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY</b>	JAN 2021
<i>Note: (b)(1) does not apply to Seller.</i>	
<b>252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION</b>	APR 2012
<i>Note 5 applies.</i>	
<b>252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL</b>	DEC 2017
<i>Note 1 and Note 2 apply.</i>	
<b>252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES</b>	JUN 2013
<i>Note 5 applies.</i>	
<b>252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS</b>	MAR 2016
<i>Note 1 and Note 2 apply.</i>	
<b>252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA</b>	FEB 2019
<i>Note 5 applies.</i>	
<b>252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES</b>	AUG 2012
<i>Note 5 applies.</i>	

## **I.2 CLAUSES INCORPORATED THROUGH FULL TEXT**

### **252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)**

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
- (ii) A thorough document review;
- (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
- (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
- (ii) A thorough document review; and
- (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
  - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
  - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
  - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
  - (v) Date and level of the assessment, i.e., medium or high.
  - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
  - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171

DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webtptsmh@navy.mil](mailto:webtptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

## **52.243-7 NOTIFICATION OF CHANGES (JAN 2017)**

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within two (2) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
    - (i) What line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
    - (i) In the contract price or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.
  - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)