NATIONAL STEEL AND SHIPBUILDING COMPANY

SPECIAL TERMS AND CONDITIONS

USS SPRUANCE (DDG-111) CMAV

N00024-22-D-4447

DO N55236-27-F-5002

PRIME CONTRACT CLAUSES – N00024-22-D-4447/ N55236-27-F-5002

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 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. PEDs include:

- mobile computing devices such as personal digital assistants (PDA's);
- 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.

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.

At a minimum, the CFR will include the following:

(1) Identify Delivery Order, ship, and hull number
(2) Serialized by CFR number
(3) Identification of the applicable Work Item number
(4) Date requirement was discovered
(5) Description of the work requirement
(6) Specific location of the work requirement
(7) Recommendation for corrective action
(8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
(9) dentification of related changes, if any, to the internal milestones and production and contract completion dates.

SECURITY REQUIREMENTS

Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g. Rapid Gate) or Buyer site. Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the Contractor's responsibility to check for and obtain changes and updated information at each installation on a continual basis. Further information can be found at: https://www.cnic.navy.mil/regions/cnrma/om/contractor_verification _system.html and at SWRMC website: https://www. navsea.navy.mil/Home/RMC/SWRMC/

OPERATIONS SECURITY (OPSEC) REQUIREMENTS

The Contractor may receive unclassified informational materials from the Government or Buyer that are marked as Controlled Unclassified Information (CUI). This information is not authorized for release to the general public, and is to be released only to Contractor personnel who have a need to know for the purpose of contract execution, or as directed by associated document markings or distribution statements. The Contractor

shall take proper safeguards to ensure that any such material received will be properly protected from unauthorized or inadvertent disclosure. If there are any questions regarding the requirements for protection or the release of CUI, the Contractor shall refer those questions to Buyer's Representative.

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.

PERSONAL PROTECTIVE EQUIPMENT

Whenever work is performed at Buyer's shipyard, or aboard Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Seller employees (including management personnel) as well as third party AIT employees shall have and use at all times the personal protective equipment required by Buyer and the Navy.

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) (MAY 2023) [*Modified by Buyer*]

(a) General

(1) The Contractor 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. 8681 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 the Contractor 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 – Work Items 992-11-012 and 998-41-001 (and/or other requirements of the specification to the Contract) of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, 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 Contractor personnel shall only bear a generator identification number issued to the Contractor 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 the Contractor 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 the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and

Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor 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.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute under the dispute provisions of this Contract. However, the Contractor shall not stop any work but shall continue with performance of all work under this contract during resolution of any such dispute.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain (See Work Items 992-11-012 and 998-41-001 and/or other requirements of the specification to the Contract) 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 Buyer for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify Buyer's Representative within 2 ***business days of receipt of written notification by the State. After obtaining approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Items 992-11-012 and 998-41-001) for completion.***

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 other identifiable hardware, which are made excess by the change and which are not to be retained by the Seller, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of disruption attributable solely to the change; which description shall include the following information:

(i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;

(ii) The calendar period of time during which disruption occurred, or may occur;

(iii) Area(s) of the Seller's operations where disruption occurred, or may occur;

(iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;

(v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;

(vi) Description of any measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work or increased costs attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the nature of the alleged Buyer or Government act or omission, when the alleged Buyer or Government act or omission occurred, and the "causal" relationship between the alleged act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

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

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(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.

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 if 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.

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.

GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018) [Modified by Buyer]

The Seller's gages, measuring, and testing devices shall be made available to the Government or NASSCO when required to determine Seller conformance with contract requirements. If conditions warrant, the Seller's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

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.

CITIZENSHIP REQUIREMENTS **[***Modified by Buyer***]**

Seller shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the proposal due date prescribed, for verification of all U. S. Citizens. Seller shall refer all questions pertaining to the above to NSA, Security Manager. The DoD Industrial Security Manual can be found at: http://www.dtic.mil/whs/directives/corres/pdf/522022_vol3_2014.pdf .

PAINT ABATEMENT **[***Modified by Buyer***]**

Abatement work will be conducted in accordance with NSI 009-32. Paint abatement will be included as part of Seller's proposed pricing and is not subject to additional cost growth.

ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

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

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

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

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

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

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

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 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.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018) [*Modified by Buyer*]

(a) The Seller shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system. Any reporting by Seller in accordance with the exchange program shall be immediately reported to Buyer's Procurement Representative.

(b) The Seller shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "Seller" shall be changed to

"subcontractor."

(c) The Seller shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The Seller shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: http://www.gidep.org

(End of text)

RESTRICTIONS ON K–MONEL MATERIAL (NAVSEA) (OCT 2018) [modified by Buyer]

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

List of Suspect Special Metals Corporation K-Monel Heat Numbers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Notes:

1. Material can be determined acceptable when existing product data includes testing of 100% of the material and the results demonstrate hardness greater than 25 and less than 35 Rockwell C. Sample inspection of the material is not acceptable.

2. If the above testing is performed in a scale other than HRC (e.g. Brinell), the results shall be converted to an equivalent HRC. Where hardness readings are taken in a scale other than Rockwell C, the base hardness reading shall be provided along with the Rockwell C equivalent.

3. Where testing is required, products less than 100 lbs. need only be tested at one end. Products 100 lbs. or greater must be tested on both ends.

4. In the event that K-Monel material does not meet the above hardness or chemistry requirements, the material shall be put on hold as non-conforming. The Government will provide those results to NSLC/NAVICP for further evaluation as part of the ongoing K-Monel investigation.

(End of Text)

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 (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016, 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: Luis Martinez, Project Manager

(Name of Individual Sponsor)

Southwest Regional Maintenance Center

(Name of Requiring Activity)

San Diego, CA

(City and State)

WARRANTY NOTIFICATION FOR ITEM(S)* ALTERNATE I (NAVSEA) (APR 2024) [*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 3 dated 25 February 2023 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 N00024-22-4447 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS LENAH H. SUTCLIFFE HIGBEE (DDG-123) FY26 ISRA FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY SIERRA SERRANO (sierra.l.serrano.civ@us.navy.mil), SAMANTHA TOLES (samantha.l.toles.civ@us.navy.mil), JASON LEE (jason.p.lee20.civ@us.navy.mil), PAUL CHASE (paul.l.chase3. civ@us.navy.mil), AND LUIS MARTINEZ (luis.m.martinez1.civ@us.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) *(Notes 1 & 2 below in Section I apply.)*
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) *(Note 1 below in Section I applies.)*
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

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

ASQ/ANSI/ISO 9001:2015 “Quality Management Systems – Requirements” and supplemental requirements imposed by Attachments J-1 (Work Specification Package) and J-2 (References).

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

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

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

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 (l) 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

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) *(Notes 1 & 2 below in Section I apply.)*
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984) *(Note 2 below in Section I applies.)*

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 Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

RESTRICTIONS FOR SHIPPING TO MILITARY AIR OR WATER PORT/ TERMINAL (NAVSEA) (OCT 2018)

The Seller shall not ship directly to a military air or water port/terminal without authorization by the Buyer's Procurement Representative.

(End of text)

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 after affirmation of a constructive change under the "NOTIFICATION OF CHANGES", submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle Seller, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

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

INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JUL 2024)

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 it 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. Safety Data Sheets (SDS). The Safety Office maintains copies of manufacturers' SDS 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 SDS 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:

SWRMC Safety Office Code 106B

Email: SWRMC_106b_branchhead@us.navy.mil

(End of text)

CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)

(a) Definitions:

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

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

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

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

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

(3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

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

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

the Contractor shall be provided to the Government upon request.

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

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

NAVSEA_METCAL_INSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

Section I - Contract Clauses

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

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

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(s): 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 **NUMBERTITLE & NOTE**	**DATE**
52.202-1 DEFINITIONS	JUN 2020
52.203-3 GRATUITIES *Note 3 applies in (c) and (d).*	APR 1984
52.203-5 CONVENANT AGAINST CONTINGENT FEES *Note 3 applies in (a).*	MAY 2014
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT *Applies if the contract value exceeds $150,000. No Note applies.*	JUN 2020
52.203-7 ANTI-KICKBACK PROCEDURES *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.*	JUN 2020
52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY *Note 4 applies for (a), (b) and (c).*	MAY 2014
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY *Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against*	MAY 2014

Buyer as a result of any kickback given by Seller.

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

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT NOV 2021
Applies if this Contract exceeds $5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause. Clause does not apply to small businesses.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS JUN 2020
Applies if the Contract value exceeds $350,000

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS JAN 2017

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

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER MAY 2011
Note 3 applies to (b).

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL JAN 2011
Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system. Note 3 applies for (c). In 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).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS JUN 2020
Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer can comply with the reporting requirements of (d).

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE OCT 2016

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE OCT 2018

52.204-19 INCORPORATION BY REFERENCE REPRESENTATIONS AND CERTIFICATIONS DEC 2014
Applies if the Contract Work requires access to classified information.

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

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES DEC 2023

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

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION JUN 2023

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT NOV 2021
Applies only to subcontracts for other than commercial items. Note 6 applies.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS OCT 2018

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS NOV 2015

52.210-1 MARKET RESEARCH NOV 2021

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

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS APR 2008

52.215-2 AUDIT AND RECORDS—NEGOTIATION JUN 2020
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.

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT OCT 1997

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

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION OCT 2022-O0001) OCT 2021
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.

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION OCT 2022-O0001) OCT 2021
Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403. No Note applies.

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION OCT 2022-O0001) OCT 2021
Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403. No Note applies.

52.215-14 INTEGRITY OF UNIT PRICING NOV 2021
Applies if this Contract meets the applicability requirements of FAR 15.408(f). Note 5 applies.

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

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

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

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

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS JAN 2025
Does not apply to small businesses. Note 5 applies.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN JAN 2025
Applies if value of Contract equals or exceeds $700,000 except the clause does not apply if Seller is a small business concern. Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FEB 1997
Note 5 applies.

52.222-3 CONVICT LABOR JUN 2003
Note 5 applies.

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

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES JAN 2025
Note 2 applies for (c) and Note 2 when the Government exercises its rights and remedies against Buyer for Seller's violations.

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES APR 2015

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

52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN 2020
Applies if Contract value is $100,000 or more. Note 5 applies.

52.222-36 EQUAL OPPORTUNITYFOR WORKERS WITH DISABILITIES JUN 2020
Applies if Contract value equals or exceeds $15,000. No Note applies.

52.222-37 EMPLOYMENT REPORTS ON VETERANS JUN 2020
Applies if Contract value equals or exceeds $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.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT DEC 2010
Applies if Contract value exceeds $10,000.

52.222-50 COMBATING TRAFFICKING IN PERSONS OCT 2025
Note 5 applies except in (e) where Note 4 applies.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION JAN 2025
Applies if this Contract exceeds $3,000. No Note applies.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION 2026-O0038) FEB 2026
Applies if this Contract involves hazardous material. Note 5 applies in (e) and Note 4 applies in (f).

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION MAY 2024

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

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS MAY 2024

52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS MAY 2024

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS MAY 2020

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING JUN 2020

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS MAY 2011

52.223-20 AEROSOLS MAY 2024

52.223-21 FOAMS MAY 2024

52.224-1 PRIVACY ACT NOTIFICATION APR 1984

52.224-2 PRIVACY ACT APR 1984

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES FEB 2021

52.226-7 DRUG-FREE WORKPLACE MAY 2024

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING MAY 2024

52.227-1 **AUTHORIZATION AND CONSENT** JUN 2020

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

52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR MAY 2014
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.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION JAN 1997
Note 2 applies.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES FEB 2013
Note 2 applies to (g).

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) FEB 2013
Note 2 applies to (g).

52.230-2 COST ACCOUNTING STANDARDS JUN 2020
Subparagraph (b) does not apply. Provision applies only when referenced in the Contract that full CAS coverage applies. No Note applies.

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

52.232-23 ASSIGNMENT OF CLAIMS MAY 2014
Buyer's Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).

52.232-39 UNENFORCEABILITY OF OBLIGATIONS JUN 2013

52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS MAR 2023
Note 1 applies.

52.233-3 PROTEST AFTER AWARD AUG 1996
Note 2 applies except in (e) where Note 3 applies.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT SEP 2016
Note 5 applies.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION APR 1984
Note 5 applies.

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

52.242-13 BANKRUPTCY JUL 1995
Note 2 applies.

52.243-1 CHANGES—FIXED PRICE AUG 1987
Note 2 applies. See also, DFARS Changes provision.

52.243-6 CHANGE ORDER ACCOUNTING APR 1984
Note 2 applies if the Prime Contract requires change order accounting.

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.244-6 DEV SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEV. 2025-O003) OCT 2025

52.245-1 GOVERNMENT PROPERTY—ALT I APR 2012
Note 5 applies.

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

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

52.248-1 VALUE ENGINEERING (DEVIATION 2026-O0038) FEB 2026
Applies if the Contract value exceeds $150,000; Note 5 applies.

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

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APR 1984
Clause is applicable when the Government terminates the Prime Contract.

52.251-1 GOVERNMENT SUPPLY SOURCES APR 2012

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS SEPT 2011

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES JAN 2023
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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS DEC 2022

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL AUG 2019
Applies when FAR 2-3-13 applies to this Contract. No Note applies.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) JAN 2023
Applies in lieu of FAR 52.203-14.

252.204-7000 DISCLOSURE OF INFORMATION OCT 2016
Note 2 applies.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR 1992

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS JAN 2023

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

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION MAY 2024
Note 7 applies.

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT JAN 2023

252.204-7018 PROHIBITION ON THE ACQUISTION OF COVERED DEFENSE TELECOMUNICATIONS EQUIPMENT OR SERVICES JAN 2023
Copies of reports provided by Contractor under this clause will also be provided to Buyer's Representative.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS OCT 2024

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

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION JAN 2023

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV 2005

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION DEC 2019

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY MAR 2022
Applies if this Contract requires Government property in Seller's possession to contain unique item identification.

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS JAN 2025
Note 5 applies.

252.217-7003 CHANGES DEC 1991
Note 2 applies.

252.217-7005 INSPECTION AND MANNER OF DOING BUSINESS JUL 2009
Note 2 applies, and note 1 applies to subpara. (c).

252.217-7006 TITLE DEC 1991
Note 2 applies.

252.217-7011 ACCESS TO VESSEL DEC 1991
Notes 2 and 3 apply.

252.217-7014 DISCHARGE OF LIENS DEC 1991
Note 4 applies.

252.217-7015 SAFTEY AND HEALTH DEC 1991

252.217-7028 OVER AND ABOVE WORK DEC 1991
Note 1 and Note 2 apply.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEC 2019
Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g).Note 5 applies.

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS JAN 2023

252.223-7001 HAZARD WARNING LABELS DEC 1991
Note 1 applies.

252.223-7004 DRUG FREE WORK FORCE SEP 1988

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS SEP 2014

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM JAN 2023
Note 2 applies.

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM FEB 2024
Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1. No Note applies.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS MAR 2022

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD JUL 2024
Note 5 applies.

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS MAR 2013
Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES APR 2022

252.225-7013 DUTY-FREE ENTRY AUG 2025
Note 5 applies.

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN 2005

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS JAN 2023

252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN MAY 2024

252.225-7021 TRADE AGREEMENTS—BASIC FEB 2024

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

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE DEC 2006

252.225-7036 BUY AMERICAN—FREE TRADE AGREEMENT—BALANCE OF PAYMENTS PROGRAM—BASIC FEB 2024

252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS DEC 2018

252.225-7048 EXPORT CONTROLLED ITEMS JUN 2013

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN--(DEVIATION 2020-O0006) MAY 2024

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

252.226-7003 DRUG-FREE WORKFORCE AUG 2024

252.227-7013 RIGHTS IN TECHNICAL DATA—OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES AUG 2024
Note 5 applies.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION AUG 2025
Note 5 applies.

252.227-7015 TECHNICAL DATA—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES JAN 2025
Note 5 applies.

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION JAN 2025

252.227-7025 LIMITATION ON THE USE OF OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS JAN 2025
Note 5 applies.

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE APR 1988

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT MAR 2000
Note 5 applies.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA JAN 2025
Note 5 applies.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES DEC 1991

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC 1991
Applicable only if Contractor's contract with Buyer requires securing telecommunications systems.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS DEC 1991

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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES NOV 2023

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION JAN 2025

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY JAN 2021
Note: (b)(1) does not apply to Seller.

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION JAN 2025
Note 5 applies.

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL DEC 2017
Note 1 and Note 2 apply.

252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY JAN 2024

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES JAN 2023
Note 5 applies.

252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS MAR 2016
Note 1 and Note 2 apply.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA OCT 2024
Note 5 applies.

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION DEC 2022
Applies if Contract value exceeds $700,000; upon Notification by Buyer, Contractor shall comply with sections (c)and (d)(2).

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

I.2 CLAUSES INCORPORATED THROUGH FULL TEXT

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) (Apr 2026)
Note: Subparagraphs (d)(1) and (i)(1) shall not apply.

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION 2026-O0040, REVISION 1)

(a) *Definitions*. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038) (Feb 2026)

SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions.* As used in this clause-

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S. C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable,

Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that-

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 11591));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act-covered foreign entities.

(1) Prohibition. The Contractor is prohibited from-

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act-covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using-

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Tailored) (Feb 2026)

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) *Definition*. As used in this clause-

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1)Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2)Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) **none**, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(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/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf , if necessary.

(d) *Procedures*. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) () 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 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 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).

(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 .

(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 products or commercial services (excluding commercially available off-the-shelf).

(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/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf , 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 mailto:webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION DATE)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (Dec 1991)

TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

(a) *Definitions.* As used in this clause-

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit-

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: ____(Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)