



HII SAN DIEGO SHIPYARD INC.
USS JOHN P MURTHA LPD-26 DO 0012
FY20 SRA REPAIR PROGRAM
N00024-16-D-4420
MANDATORY FLOW DOWN /
TERMS & CONDITIONS

PRIME CONTRACT CLAUSES – N00024-16-D-4420

SDSY: The following clauses are flowed down from Buyer’s Prime Contract with the Government. The defined terms in the SDSY T&C’s terms (as listed on the face of Buyer’s purchase order issued to Seller) apply to this document. Some of the terms may not be consistently capitalized within this Contract.

While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms.

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

Section B – Supplies or Services and Prices

NOTE G – TRAVEL COSTS [Modified by Buyer]. HQ B-2-0019 TRAVEL COSTS (NAVSEA) (MAY 1993)
(a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

Section C – Description and Specifications

USE/POSSESSION OF PORTABLE ELECTRONIC DEVICES (PEDS)

The possession and use of PEDs within the confines of any Naval vessel, or in Buyer’s facility or Seller’s facility where equipment removed from the Naval vessel is being worked, is strictly controlled. PEDs (cellular phones, tablets, etc.) 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 the Naval Supervising Activity (NSA).

NON-SMOKING POLICY

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

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983) [Modified by Buyer]

Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by Buyer or the Government’s Representative, have, at all reasonable times, admission to the applicable plant, access to the Vessel(s) where and as required, and be permitted, within the Facility specified in the SOW or locations determined by the Government’s ACO and on the Vessel(s) required, to perform and fulfill their respective obligations to the Government.

Buyer and Seller shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the Government’s Representative to be given admission to the applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005) [Modified by Buyer]

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

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HQ C-2-0016 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA)

(APR 2015) [Modified by Buyer] Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen’s and Harbor Workers’ Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15).

These regulations apply to all ship repair and related work, as defined in the regulations performed under this Contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this Contract shall be construed as relieving the Seller from any obligations which is may have for compliance with the aforesaid regulations.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996) [Modified by Buyer]

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

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

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994) [Modified by Buyer]

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

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012) [Modified by Buyer]

- (a) Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
- (b) Seller is required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces.
- (c) Any of Seller’s personnel exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its obligations and shall not be an excusable delay as defined in FAR 52.249-14.

Section D - Packaging and Marking

HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) * - ALTERNATE I (NAVSEA) (APR 2015)

[*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 dated 18 February 2014 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-_____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY _____ AND PCO. * Information to be completed in each Delivery Order, as applicable.

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

- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
- 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
- 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993) [*Modified by Buyer*]

(a) Definitions. As used in this clause – *Acceptance* means the act of an authorized representative of the Government by which the Government takes delivery of the supply, which is the repaired, mission-ready vessel that is subject to the availability.

Defect means any condition or characteristic in any warranty supplies or related incidental services furnished by Seller that are not in compliance with the requirements of this Contract.

Essential performance requirements means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; “essential performance requirements” does not include performance characteristics that are described as goals or objectives.

Warranted supplies mean the critical systems and work items specified in paragraph (b)(3) below, on which Seller or its subcontractors worked, and the related incidental services performed by Seller or its subcontractors under this Contract. The term does not include “data.”

(b) Seller’s Obligations.

(1) Seller warrants that, for 90 days after the Government’s acceptance of the vessel, all of the warranted supplies identified in paragraph (b)(3) below will be free from defects in material and workmanship, will conform with all design and manufacturing specifications and requirements of this Contract, and will conform to the essential performance requirements of the Contract; provided, however, that with respect to Government-furnished property relating to such warranted supplies, Seller’s warranty shall extend only to its proper installation, unless Seller performs some modification or other work on the property, in which case, Seller’s warranty shall extend to the modification or other work.

(2) Any warranty supply or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as the warranted supply initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced warranted supply.

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(3) This special warranty applies only to the following specified critical systems and work items on which Seller or its subcontractors have worked under this Contract, and which are identified and discussed and effected by a bilateral modification to this Contract. [List all relevant critical systems and work items covered by the special warranty. See foot note at the end of the clause]

(4) If Seller or any subcontractor has a warranty for work performed or materials furnished relating to a warranted supply that exceeds the 90-day period, Seller warrants that the Government shall be entitled to rely upon the longer warranty until its expiration. Seller shall promptly notify Buyer, in writing of the longer period and applicable warranted supply, so Buyer can notify the Government as Buyer is required to do under Buyer's prime contract.

(5) With respect to any warranted supply, and any individual work item related thereto, identified by Seller, Buyer or the Government as incomplete at the time of redelivery of the vessel, the special warranty period shall run from the date the item is completed.

(6) Seller shall not be obligated to correct or replace warranted supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to Seller by action of the Government or Buyer. In the event that correction or replacement has been directed, Seller shall promptly notify Buyer in writing of the non-availability, so that Buyer can notify the Government as Buyer is required to do under its prime contract.

(7) Seller shall also prepare and furnish data to Buyer so that Buyer can furnish the data to the Government applicable to any correction required on a warranted supply (including revision and updating of all affected data called for under this Contract) at no additional expense to Buyer or the Government. If Seller fails to prepare or furnish such data or should Buyer and/or the Government elect to not secure such data from Seller or another source, Seller shall pay costs reasonably incurred by Buyer and/or the Government in acquiring such data.

(8) When warranted supplies are returned to Seller, Seller shall bear the transportation costs from the place of delivery specified in the Contract (irrespective of the f.o.b. point or the point of acceptance) to Seller's plant and return.

(9) This special warranty does not limit Buyer's or the Government's rights with respect to latent defects, fraud, or gross mistakes that amount to fraud.

(10) All implied warranties of merchantability and "fitness for a particular purpose" relating to the warranted supplies are excluded from any obligation contained in this Contract.

(11) In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date Seller is notified by Buyer, in writing, that the condition has been satisfied or waived.

(c) Remedies Available to Buyer and the Government.

(1) Notwithstanding any other clause, term, or condition of this Contract, including those pertaining to inspection and acceptance of supplies or services, in the event Buyer or the Government determines that Seller has breached the special warranty in paragraph (b)(1) of this clause, the following may occur.

(i) Seller may be required, at the place of performance specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at Buyer's facilities or Seller's plant, to correct or replace, at the Government's election only, defective or nonconforming warranted supplies, at Seller's own expense, but only to the limits stated in paragraph (b)(3) of this clause; or

(ii) Seller may be required to furnish, at the place of delivery specified by the Government to the Buyer (irrespective of the f.o.b. point or the point of acceptance) or at Buyer's facilities or Seller's plant, the materials or parts and installation instructions required to successfully accomplish the correction, at Seller's own expense, but only to the limits stated in paragraph (b)(3) of this clause.

(2) If the Government does not require correction or replacement of the defective or nonconforming warranted supplies by Seller, but instead has the correction or replacement performed by another source and charges Buyer, then Buyer may pass that charge on entirely to Seller.

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(3) Seller's obligation to correct or replace the defective warranty supply, or to agree to an equitable reduction in the amount owed to Seller, shall include responsibility for the costs of furnishing all labor and material to: (i) re-inspect warranted supplies that the Government reasonably expected to be defective; (ii) accomplish the required correction or replacement; and (iii) test, inspect, and mark repaired or replaced warranted supplies.

(4) The Government will specify the acceptable turnaround times for warranty corrective actions to be taken. When the turnaround times are not met by Seller, the Government will charge Buyer, who will then charge Seller for product replacement costs or the following liquidated damages for each defective item not corrected by Seller within the specified turnaround time. [For each critical item in the foregoing subparagraph (b)(3), required turnaround time and formula for assessment of liquidated damages shall be provided here.]

(5) The Government shall notify Buyer in writing in breach of the warranty in paragraph (b)(1) of this clause, and Buyer will pass on the breach notice to Seller, within the time period specified in Buyer's prime contract, which is within 100 days after the Government's acceptance of the vessel. Seller shall submit to Buyer a written recommendation within 4 days after receipt of the notice of breach as to the corrective action required to remedy the breach. After the notice of breach, but not later than 4 days after receipt of the Seller's recommendation for corrective action, the Government may, unilaterally, direct correction or replacement as specified in paragraph (c)(1) of this clause, and Seller, shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that Seller did not breach the warranty in paragraph (b)(1) of this clause, Seller shall be equitably compensated. The failure of the Government or Buyer to so provide timely notice of the breach, however, shall not diminish any rights either would otherwise have under this clause or any term or condition of this Contract.

(6) If warranted supplies are corrected or replaced, the period of notification of a breach of Seller's warranty in paragraph (b)(2) of this clause shall be 100 days after the date of delivery of the corrected or replaced warranted supply.

(7) The rights or remedies under this clause are in addition to, and do not limit, any rights afforded to Buyer or the Government by any other clause of the Contract.

(8) The failure of the Government or Buyer to assert their rights under this clause with respect to any particular breach or breaches of warranty provided herein shall not waive or otherwise diminish their rights with respect to any subsequent breach of warranty.

Footnote 1: To be specified prior to the award of each delivery order.

HQ E-2-0002 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990) [Modified by Buyer]

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

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009) [Modified by Buyer]

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

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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| 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) |
| 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984) |

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$33,999 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

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

Section H - Special Requirements

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

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

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growth work at any time during the availability provided the use of Government employees is in the best interest of the Government.

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

(a) GENERAL

- (1) Seller shall comply with all applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this requirement shall relieve Seller from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this Contract. Nothing contained herein shall serve to alter either party's liability or responsibility under applicable federal, state and local laws, codes and ordinances.
- (3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES. Standard Work Template 077-11-001 (to be provided by Buyer) identifies the types and amounts of hazardous wastes that are required to be removed by Seller pursuant to applicable law, or that are expected to be generated, during the performance of Contract Work under this Contract.

(c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the Vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Seller's personnel shall only bear a generator identification number issued to Seller pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where Seller performs Contract Work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to Seller.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Seller's personnel shall bear a generator identification number issued to Seller pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
- (4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) Seller merely drains a system and such drainage creates hazardous waste or (b) Seller performs Contract Work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.
- (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this Contract entitled "DISPUTES" (FAR 52.233-1). However, Seller shall not stop any work but shall continue with performance of all Contract Work under this Contract as specified in the "DISPUTES" clause.

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- (6) Hazardous Waste Manifests. For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), Seller shall sign the generator certification whenever use of the Manifest is required for disposal. Seller shall obtain concurrence with the categorization of the wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to Buyer or Southwest Regional Maintenance Center (SWRMC) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if Seller, while performing work at a Government facility, cannot obtain a separate generator identification number from the Country or U.S. State in which the availability will be performed, Seller shall notify Buyer or SWRMC (as applicable) within 3 business days of receipt of written notification by the Country or U.S. State.
- (8) After obtaining approval from either the Buyer or SWRMC (as applicable), Seller shall use the Navy generator identification number and insert in the remarks block Seller generator identification number issued for the approved site. For purposes of paragraph (c)(1) herein, if the Contract Work is being performed at the non-Government facility and the Government cannot obtain a separate generator identification number from the Country or U.S. State, the Government shall use Seller generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, Seller shall prepare the Manifest described in paragraph (c)(6) above and present it to Buyer or SWRMC (as applicable) for completion.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

[Modified by Buyer]

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

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- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this Contract shall, in addition to the information required by paragraph (b) hereof, contain such information as Buyer and the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, Seller is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

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

- (a) Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (“GIDEP”) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirement of the Contract.
- (b) *Seller agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word “Seller” shall be changed to “Subcontractor”.*
- (c) GIDEP materials, software and information are available without charge from: GIDEP, P.O. Box 8000, Corona, CA 92878-8000, Phone: (951) 898-3207, FAX: (951) 898-3250, Internet: <http://www.gidep.org>

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

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

- (a) In addition to proposing engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract entitled “CHANGES”, Buyer may propose other changes within the general scope of this Contract as set forth below. Within 45 days from the date of receipt of any such proposed change, or within such further time as Buyer may allow, Seller shall submit the proposed scope of Contract Work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the Vessel(s), and (D) status of Contract Work on the Vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as Buyer may require. Within 60 days from the date of receipt of Seller’s estimate, Seller agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to Buyer’s Procurement Representative, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the Contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. Seller’s estimate referred to in this subparagraph shall be a firm offer for 60 days from and after the receipt thereof by Buyer’s Procurement Representative having cognizance thereof, unless such period of time is extended by mutual consent.
- (b) Pending execution of a bilateral agreement or the direction of Buyer’s Procurement Representative pursuant to the “CHANGES” clause, Seller shall proceed diligently with Contract performance without regard to the effect of any such proposed change.
- (c) In the event that a change proposed by Buyer’s Procurement Representative is not incorporated into the Contract, the work done by Seller in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by Buyer under the “CHANGES” clause. Seller shall be entitled to an equitable adjustment in the Contract cost and fee for the effort required under subparagraph (a), but Seller shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the Contract cost and fee shall be a dispute within the meaning of the clause of this Contract entitled “DISPUTES” (FAR 52.233-1).

Section I - Contract Clauses

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Procurement Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise.

Reasonable efforts have been used to convert the terminology used in the Government’s solicitation clauses to the terms used in CMSD’s T&C’s terms; however, there may some instances where those conversions were not made for clauses where full text was not given.

Accordingly, please apply the following term conversions. “Contractor” shall mean Seller. The terms “Government” or “Contracting Officer” do not change:

- (i) when a right, act authorization or obligation can be granted or performed only by the Government,
- (ii) when access to proprietary financial information or other proprietary data is required,
- (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government,
- (iv) with regards to a disputes or changes clause, or
- (v) with regards to a clause permitting audit(s) of Seller.

Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated.

The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

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

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

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(s): <http://farsite.hill.af.mil/>.

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

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

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

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

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

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

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

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

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FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE NOTE	DATE
52.202-1	DEFINITIONS <i>No Note applies.</i>	NOV 2013
52.203-3	GRATUITIES <i>Note 3 applies in (c) and (d).</i>	APR 1984
52.203-5	CONVENANT AGAINST CONTINGENT FEES <i>Note 3 applies in (a).</i>	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT <i>Applies if the Contract value exceeds \$150,000. No Note applies.</i>	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES <i>Clause applies if the Contract value exceeds \$150,000 and Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 3 applies to (b) and (c).</i>	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any illegal or improper activity done by Seller.</i>	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS <i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT <i>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.</i>	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTERS	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS <i>No Note applies.</i>	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER <i>Note 3 applies to (b).</i>	MAY 2011
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS <i>Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer and fulfill its reporting obligations under this clause. No Note applies.</i>	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT <i>Applies if this Contract exceeds \$30,000 and is not a subcontract for commercially available off the shelf items. Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.</i>	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS <i>No Note applies.</i>	JUL 2013
52.209-10	PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS <i>Note 3 applies</i>	DEC 2014
52.210-1	MARKET RESEARCH	APR 2011
52.211-5	MATERIAL REQUIREMENTS <i>Note 2 applies to (d) and (e).</i>	AUG 2000
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.211-15	DEFENSE PRIORITIES AND ALLOCATION REQUIREMENTS	APR 2008
52.215-2	AUDIT AND RECORDS—NEGOTIATION <i>Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	OCT 2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011

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52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS <i>Applies if submission of certified cost or pricing data is required. Note 4 applies.</i> <i>Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	AUG 2011
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS <i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	OCT 2010
52.215-14 Integrity of Unit Prices	OCT 2010
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS <i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	OCT 2010
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS <i>Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.</i>	JUL 2005
52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES <i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	OCT 1997
52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA <i>Note 5 applies.</i>	OCT 2010
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS <i>Note 5 applies.</i>	OCT 2010
52.216-7 ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8 FIXED FEE	JUN 2011
52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS <i>The plan should be provided to Buyer.</i>	OCT 2014
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2014
52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUL 2013
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2 PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3 CONVICT LABOR <i>No Note applies.</i>	JUN 2003
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION <i>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</i>	MAY 2014
52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES <i>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</i>	JAN 2014
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
52.222-21 PROHIBITION OF SEGREGATED FACILITIES <i>No Note applies.</i>	APR 2015
52.222-26 EQUAL OPPORTUNITY <i>Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).</i>	APR 2015
52.222-35 EQUAL OPPORTUNITY FOR VETERANS <i>Applies to Contract with value of \$100,000 or more.</i>	JUL 2014
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37 EMPLOYMENT REPORTS ON VETERANS <i>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	JUL 2014
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT <i>No Note applies.</i>	DEC 2010

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52.222-50 COMBATING TRAFFICKING IN PERSONS <i>Note 5 applies except in (e) where Note 4 applies.</i>	MAR 2015
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION <i>Applies if this Contract exceeds \$3,000. No Note applies.</i>	AUG 2013
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6 DRUG-FREE WORKPLACE <i>Note 5 applies except Note 4 applies in (d).</i>	MAY 2001
52.223-10 WASTE REDUCTION PROGRAM	MAY 2011
52.223-11 OZONE-DEPLETING SUBSTANCES	MAY 2001
52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING <i>No Note applies.</i>	AUG 2011
52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES <i>No Note applies.</i>	JUN 2008
52.227-1 AUTHORIZATION AND CONSENT <i>No Note applies. Government and Contracting Officer remain unchanged.</i>	DEC 2007
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT <i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	DEC 2007
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3 FEDERAL, STATE AND LOCAL TAXES	FEB 2013
52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013
52.230-2 COST ACCOUNTING STANDARDS	MAY 2014
52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1 PAYMENTS	APR 1984
52.232-8 DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11 EXTRAS	APR 1984
52.232-17 INTEREST	MAY 2014
52.232-20 LIMITATION OF COST	APR 1984
52.232-23 ASSIGNMENT OF CLAIMS <i>Note 2 applies for (c).</i>	MAY 2014
52.232-25 PROMPT PAYMENT	JUL 2013
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS <i>No Note applies.</i>	JUN 2013
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS <i>This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business) and its small business subcontractors.</i>	DEC 2013
52.233-1 ALT I DISPUTES (MAY 2014) - ALTERNATE I	DEC 1991
52.233-3 PROTEST AFTER AWARD <i>Note 2 applies except in (e) where Note 3 applies.</i>	AUG 1996
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

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No Note applies.

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT/TITLE III	DEC 1994
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2 Production Progress Reports	APR 1991
52.242-3 PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13 BANKRUPTCY	JUL 1995
<i>Note 2 applies.</i>	
52.243-1 CHANGES—FIXED PRICE	AUG 1987
<i>Note 2 applies.</i>	
52.243-2 CHANGES—COST REIMBURSEMENT	AUG 1987
52.243-6 CHANGE ORDER ACCOUNTING	APR 1984
52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (MODIFIED)	
The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contracting Officer may require the Contractor to provide the same change order accounting for orders under \$100,000, as directed. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause. (End of clause)	
52.244-2 SUBCONTRACTS	OCT 2010
<i>Note 5 applies. Buyer acts as the intermediary for the Government.</i>	
52.244-5 COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS	APR 2015
<i>No Note applies.</i>	
52.245-1 GOVERNMENT PROPERTY	APR 2012
52.245-9 USE AND CHARGES	APR 2012
52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB 1997
52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-68 REPORT OF SHIPMENT (REPSHIP)	FEB 2006
52.248-1 VALUE ENGINEERING	OCT 2010
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
<i>Clause is applicable when Government terminates the Prime Contract.</i>	
52.249-6 TERMINATION (COST-REIMBURSEMENT)	MAY 2004
<i>Clause is applicable when Government terminates the Prime Contract.</i>	
52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14 EXCUSABLE DELAYS	APR 1984
52.251-1 GOVERNMENT SUPPLY SOURCES	APR 2012
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	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): http://www.acquisition.gov/far . (End of clause)	
52.253-1 COMPUTER GENERATED FORMS	JAN 1991
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEPT 2011
<i>No Note applies.</i>	
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE	DEC 2008

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CONTRACT-RELATED FELONIES

Applies if this Contract exceeds \$150,000. Note 5 applies.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
<i>No Note applies.</i>	
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012
252.203-7004 DISPLAY OF HOTLINE POSTERS	JAN 2015
252.204-7000 DISCLOSURE OF INFORMATION	AUG 2013
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
<i>No Note applies.</i>	
252.204-7005 ORAL ATTESTATION OF SECURITY REQUIREMENTS	NOV 2001
252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV 2013
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT	
<i>Note 7 applies.</i>	AUG 2015

252.204-7012 (DEC 2015)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution

Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or authorized by the Contracting Officer, as soon as practical, but no later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsika@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented, at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

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- (ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.
- (2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.
- (3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.
- (d) *Malicious software*. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.
- (e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) *DoD safeguarding and use of contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
- (i) *Use and release of contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
- (1) To entities with missions that may be affected by such information;
 - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
 - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
 - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
 - (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) *Use and release of contractor attributional/proprietary information created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) *Other safeguarding or reporting requirements*. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts*. The Contractor shall—
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

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(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable. (End of clause)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	FEB 2014
252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB 2014
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 2014
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY <i>Note 5 applies for (b).</i>	DEC 2014
252.209-7010 CRITICAL SAFETY ITEMS	AUG 2011
252.211-7000 ACQUISITION STREAMLINING	OCT 2010
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC 2013
252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP 2011
252.211-7007 Reporting of Government-Furnished Property	AUG 2012
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
252.215-7000 PRICING ADJUSTMENTS	DEC 2012
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS	DEC 2012
252.215-7007 NOTICE OF INTENT TO RESOLICIT	JUN 2012
252.215-7008 ONLY ONE OFFER	OCT 2013
252.215-7009 PROPOSAL ADEQUACY CHECKLIST	JAN 2014
252.217-7003 CHANGES	DEC 1991
252.217-7004 JOB ORDERS AND COMPENSATION	MAY 2006
252-217-7004 JOB ORDERS AND COMPENSATION (MAY 2006)	
(a) The Contracting Officer shall solicit bids or proposals and make award of job orders. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.	
(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.	
(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.	
(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.	
(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.	
(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.	
(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.	
(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered. (End of clause)	
252.217-7005 INSPECTION AND MANNER OF DOING WORK	JUL 2009
252.217-7006 TITLE	DEC 1991
252.217-7008 BONDS	DEC 1991
252.217-7009 DEFAULT	DEC 1991

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252.217-7010 PERFORMANCE	JUL 2009
252.217-7013 GUARANTEES	DEC 1991
252.217-7011 ACCESS TO VESSEL	DEC 1991
252.217-7012 LIABILITY AND INSURANCE	AUG 2003
252.217-7014 DISCHARGE OF LIENS	DEC 1991
252.217-7015 SAFETY AND HEALTH	DEC 1991
252.217-7016 PLANT PROTECTION	DEC 1991
252.217-7027 CONTRACT DEFINITIZATION	DEC 2012
252.217-7028 OVER AND ABOVE WORK	DEC 1991
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	OCT 2014
252.223-7001 HAZARD WARNING LABELS	DEC 1991
252.223-7004 DRUG FREE WORK FORCE	SEP 1988
<i>No Note applies.</i>	
252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS	SEP 2014
252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM	JUN 2013
252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM – BASIC	NOV 2014
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2012
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT 2010
<i>Note 5 applies.</i>	
<i>Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada per 252.225-7003 (OCT 2015)</i>	
252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR 2013
<i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB 2013
252.225-7013 DUTY-FREE – BASIC	NOV 2014
252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN 2005
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	DEC 2009
252.225-7021 TRADE AGREEMENTS—BASIC	OCT 2015
252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS	DEC 2009
252.224-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 2005
252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT – BALANCE OF PAYMENTS	NOV 2014
252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	JUN 2005
252.225-7048 EXPORT-CONTROLLED ITEMS	JUN 2013
<i>No Note applies.</i>	
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP 2004
252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS	FEB 2014
<i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS	FEB 2014
<i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY 2013

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

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT <i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	MAR 2000
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA <i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	JUN 2013
252.231-7000 SUPPLEMENTAL COST PRINCIPLES <i>No Note applies.</i>	DEC 1991
252.232-7010 LEVIES ON CONTRACT PAYMENTS <i>Note 2 applies.</i>	DEC 2006
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY 2011
252.242-7005 CONTRACTOR BUSINESS SYSTEM	FEB 2012
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION	FEB 2012
252.243-7001 PRICING OF CONTRACT MODIFICATIONS <i>Note 5 applies.</i>	DEC 1991
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT <i>Note 5 applies.</i>	DEC 2012
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2013
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	MAY 2014
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR 2012
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY	APR 2012
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR 2012
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL	MAR 2015
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013
252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY 1995
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	APR 2014
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	MAR 2000
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG 2012