



Newport News Shipbuilding
A Division of HII
 4101 Washington Avenue
 Newport News, VA 23607
 Telephone 757-380-2000
 HII.com

CONTRACT SPECIFIC SUPPLEMENT FOR N00024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

PROVISION NUMBER AND HEADING:

3	ADDITIONAL SECURITY REQUIREMENTS
22	ANTI-TERRORISM STANDARDS
14	COMPLIANCE WITH WORKSITE RULES
12	DELIVERY
8	DOMESTIC BARGE SHIPMENTS
24	FAR/DFARS CLAUSES/PROVISIONS
7	FREIGHT CHARGES
18	GOVERNMENT TITLE (COST-REIMBURSEMENT AND TIME-AND-MATERIALS ORDERS)
9	HEAVY MATERIAL
17	INVOICE PROCESSING
23	MAINTENANCE STATUS REPORTING
4	MANUFACTURE OF REPAIR PARTS
21	NOTICE OF PRIOR WAIVERS AND DEVIATIONS
10	PACKING AND CRATING
19	PAYMENTS FOR TIME-AND-MATERIALS/LABOR-HOUR ORDERS
1	QUALITY REQUIREMENTS FOR SOURCING CERTAIN PERVASIVE COMMODITIES
15	RESTRICTION ON CERTAIN PAYMENTS
20	RESTRICTIVE MARKINGS FOR IDENTIFICATION OF NON-TECHNICAL TRADE SECRETS
6	SHIPPING AND LABELING INSTRUCTIONS
13	SUBCONTRACTING
2	TRANSMISSION ABROAD OF NAVAL NUCLEAR PROPULSION INFORMATION
11	VALUE DECLARATION
5	VENDOR INFORMATION REQUEST
16	WARRANTIES (COST-REIMBURSEMENT ORDERS)

1. QUALITY REQUIREMENTS FOR SOURCING CERTAIN PERVASIVE COMMODITIES. [\(back to top\)](#)

- A. Approved supplier sources from which Seller shall procure pervasive commodities can be accessed here: http://supplier.huntingtoningalls.com/sourcing/res_technical.html. Mandatory source requirements are provided below.
- B. Seller shall provide all required certifications, test reports, and/or other non-hardware deliverables as specified in the Order.

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- C. Seller shall flow down the substance of this provision to all subcontractors for the procurement of any materials covered under this provision, and shall require its subcontractors to flow down the substance of this provision to any sub-tier providing materials covered by this provision.
- D. If Seller submits a Vendor Information Request (“VIR”) to Buyer requesting use of a supplier source other than those listed at the link above, the Seller shall provide the following objective quality evidence (“OQE”) in support of the VIR:
- i. Documentation that Seller’s proposed supplier source is capable of attaining and maintaining a quality system that is acceptable to the Buyer in accordance with the Order requirements (e.g., a copy of the source’s quality manual and applicable work instructions);
 - ii. All inspections, tests, and/or certifications that demonstrate the furnished material/service is in full compliance with all Order requirements, including any inspection data with inspection results supporting the certificate of conformance. For foundries that produce 70/30 copper nickel castings, additional testing requirements stated herein at (F)(iii) apply;
 - iii. Audit documentation of proposed supplier sources including, but not limited to:
 - a. A completed checklist of audit elements based on contract requirements,
 - b. An audit report indicating the level of compliance found during the audit, and
 - c. Any corrective action reports related to the non-conformance documented during the audit with required follow-up actions and completion of those actions.
 - iv. Any records of the proposed supplier source’s performance for a period of one year; and
 - v. Any records of surveillance of the proposed supplier source’s product quality activities to assure satisfactory performance and compliance to the Order requirements.
- E. Seller’s use of an approved supplier source does not relieve Seller of its responsibility to ensure that all technical, service, and Order requirements are met in performance of this Order.
- F. *Mandatory Source Requirements.* The Seller and its subcontractors shall ensure that Level I, Copper Nickel 70/30 castings (CuNi), Butt Weld and Socket Weld pipe fittings, and submarine forging products are obtained only from Buyer approved sources as listed by commodity. All material procured from supplier sources shall be compliant with the material control and traceability requirements of the Order. Approval is provided for the supplier source, supplier number, and location identified as listed by commodity. If a location is not listed, that location is not approved.
- i. *Level I (MC-I or CM-I) Source Suppliers.* The Seller shall perform on-site audits of supplier sources of Level I material unless one of the following applies:
 - a. The supplier source is a Buyer-approved Level I source supplier (i.e. EB or HII-NNS);
 - b. The starting material is sample tested (one sample per heat/lot) after receipt for both chemistry and mechanical properties by a test lab, other than the supplier source or mill, and compared to the applicable specification for acceptance;
 - c. The process requires the finished product to be subsequently tested for chemistry and mechanical properties, by a test lab other than the supplier source or mill and compared to the applicable specification for acceptance;
 - d. Material or product in inventory purchased prior to 3/29/10 is sample tested (one sample per heat/lot) for chemistry by a test lab other than the supplier source or mill and compared to the applicable specification for acceptance.

Note: Test reports showing the quantitative results of tests noted in b, c, and d above as applicable are required to be submitted with the certification package.

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- ii. *Level I Fastener Source Suppliers and Distributors.* Supplier sources for Level I Fasteners (MC-I or CM-I) shall meet the requirements identified and can be accessed at: http://supplier.huntingtoningalls.com/sourcing/res_technical.html
- iii. *Foundries Approved to Produce 70/30 Copper Nickel (CuNi).* In addition to testing required elsewhere in this Order, Seller shall invoke the following requirements on orders for CuNi 70/30 castings from a foundry approved by Buyer:
 - a. For each heat, the foundry shall analyze and provide a chemical composition test report from an “A” (beginning of pour) and “B” (end of furnace charge pour) chemistry test coupon. Test reports and chemistry coupons shall be identified as “A” and “B” in addition to the heat number traceability;
 - b. Mechanical test bars shall be poured no sooner than 50% through the furnace charge pour;
 - c. The foundry or sub-tier subcontractor shall maintain, for a period of at least seven years, the “A” and “B” chemistry coupons and the mechanical test specimens, and their respective test results as OQE, subject to audit and further analysis by the Buyer. Buyer shall be notified prior to disposition of any records and specimens;
 - d. Buyer’s products may be poured in the same heat; however, the heat shall be unique to Buyer. No other customer’s product shall be included in the heat; and
 - e. Chemistry and mechanical test report submittal shall be in accordance with the requirements contained elsewhere in this Order. Unless specified elsewhere in the Order, the “B” coupon chemistry test results shall be submitted.
- iv. *Butt Weld and Socket Weld Fitting Suppliers.* Supplier Sources for Butt Weld and Socket Weld pipe fittings shall meet the requirements identified and can be accessed at: http://supplier.huntingtoningalls.com/sourcing/res_technical.html.
- v. *Submarine Forgings (EB2678).* Supplier sources for forgings or forgings used in an assembly shall meet the requirements identified and can be accessed at: http://supplier.huntingtoningalls.com/sourcing/res_technical.html.

2. TRANSMISSION ABROAD OF NAVAL NUCLEAR PROPULSION INFORMATION. [\(back to top\)](#)

- A. This provision applies only if, during the performance of this Order, Seller will have access to Naval Nuclear Propulsion Information (“NNPI”) as defined in OPNAVINST N9210.3. All defined terms in this provision shall have the same meaning as those terms are defined in Part I of SBF P9152 (<https://spars.huntingtoningalls.com/procurement/procforms.html>). Seller shall review OPNAVINST N9210.3 and DoD Pamphlet 5230.25PH and indicate willingness to abide by the applicable requirements of those publications by signing Form NN9540. A signed Form NN9540 is required for:
 - i. Access to NNPI by the Seller, whether at the Seller’s facility or Newport News Shipbuilding; or
 - ii. Unescorted access to Newport News Shipbuilding’s premises; or
 - iii. Access to the Newport News Shipbuilding computer network.
- B. If Seller has Foreign Nationals and/or Representatives of a Foreign Interest who work within or have access to its premises, Seller shall have a Technology Access Control Plan which:
 - i. Denies Foreign Nationals, Representatives of a Foreign Interest, and unauthorized U.S. Citizens and/or U.S. Nationals access to NNPI; and
 - ii. Restricts access to NNPI and/or Technical Data only to U.S. Citizens and U.S. Nationals who have a need-to-know.
- C. Seller shall not disclose NNPI to Foreign Nationals. U.S. Citizens and U.S. Nationals representing a foreign government, foreign private interest or other Foreign Nationals, are considered to be included in the definition

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

of Foreign Nationals for industrial security purposes and the purpose of the restrictions contained in this provision.

- D. Disclosure of Restricted Data as defined in the Atomic Energy Act of 1954 as amended, relating to the Naval Nuclear Propulsion Program to employees of Seller granted Limited Clearances under the provisions of 32CFR117, National Industrial Security Program Operating Manual (NISPOM) is denied.
 - E. Any issue or release of NNPI beyond parties with a need to know and necessary for the performance of this Order, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of Buyer.
 - F. Buyer shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of NNPI. If a court or administrative order makes immediate review by Buyer impractical, Seller will take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
 - G. In addition to the requirements of this provision 3, the Seller shall comply with all other requirements relative to Naval Nuclear Propulsion Information (NNPI) wherever located in this Order.
 - H. Seller agrees to insert this "Transmission Abroad of Naval Nuclear Propulsion Information" clause including this paragraph I in all of its subcontracts issued under this Order.
3. **ADDITIONAL SECURITY REQUIREMENTS. [\(back to top\)](#)** In addition to complying with any other security requirements contained in this Order, Seller shall not disclose "Restricted Data" as defined in the Atomic Energy Act of 1954 as amended, relating to Navy Nuclear Propulsion Program to employees who have been granted Limited (interim) Clearances except under the provisions of 32CFR117, National Industrial Security Program Operating Manual (NISPOM).
4. **MANUFACTURE OF REPAIR PARTS. [\(back to top\)](#)**
- A. If:
 - i. The Seller is providing a ship component or equipment; and
 - ii. The Order specification, by reference to a Military Specification or otherwise, specifies repair parts or stock components (collectively "repair parts"), and
 - iii. The Seller intends the manufacturing of the ship component or equipment to be outside the United States or Canada;
 - iv. Then Seller agrees that, in addition to any other data required by this Order, Seller shall furnish sufficient data so that the repair parts can be produced in the United States or Canada.
 - B. The requirements of this provision shall not apply if Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada. For the purposes of this provision, the term "sufficient data" means detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout, and tooling. Seller shall provide all data in English and according to the United States system of weights and measures.
 - C. All drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this contract. Unless Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada, Seller shall grant to the United States Government for a period of seven (7) years, Government Purpose Rights as defined in the clause of this Order entitled *Rights in Technical Data – Non Commercial Items* (DFARS 252.227-7013).
5. **VENDOR INFORMATION REQUEST. [\(back to top\)](#)**
- A. Seller shall make no changes to the requirements of the Order without the prior written consent of the Buyer. Seller may submit requests for changes to the specifications or plans only on Buyer's Vendor Information

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

Request (VIR) Form, No. NN3409. Changes that affect the price or delivery schedule or both shall only be made through written modification of this Order. A dispositioned VIR applies only to the item for which it is submitted; the resolution may not be extended to any other item under the same or another Order without Buyer's explicit written consent. Notwithstanding the foregoing, if complete details for the manufacture of a component are not provided by the Buyer or its customer, Seller shall have internal corrective action authority for updating or changing piece part drawings or for resolving departures from Seller's piece part drawings or internal procedures without VIR submittal to the Buyer ONLY if the corrective action does not depart from or affect in any manner the following:

- i. Order, Appendices, Terms and Conditions, requirements, including listed specification effectivity dates;
 - ii. Material specification requirements;
 - iii. Drawings or procedures issued by or subject to approval by the Buyer or its customer;
 - iv. Safety, reliability, interchangeability, form, fit, or function of the component or component parts; or
 - v. Shock or vibration integrity of qualified designs.
- B. Any corrective action taken as a result of Seller's internal review and disposition shall meet sound engineering principles, and records of all corrective actions must be maintained and made available to Buyer or its customer upon request. Copies of approved VIRs shall be sent with the material.
6. **SHIPPING AND LABELING INSTRUCTIONS.** ([back to top](#)) Unless otherwise provided in the Order, Seller shall ship material to: Huntington Ingalls Incorporated, Main Distribution Center, 2175 Aluminum Avenue, Bldg. 872, Hampton, VA 23661. Seller shall clearly mark each shipping package, container label and all shipping documents with the Order number (P. O. #XXXXXXXXXX), the item number, the Newport News Part number (if applicable), Seller's invoice number, and the release number (if applicable). For container labels, Seller shall provide the following additional information: Shipper's name and address; Consignee Name; number of packages; gross and net weight and number of pieces per carton. Sellers shall go to the routing guide at: <http://supplier.huntingtoningalls.com> for complete shipping instructions. Use the carrier in the guide for the shipping location. The Buyer's routing requirements shall flow down to the Seller's suppliers. In those instances when the Seller's supplier must ship to the Buyer, the sub-supplier must contract the NNS Traffic Office at NNSTrafficOffice@hii-nns.com or (800) 426-1910 for assistance.
7. **FREIGHT CHARGES.** ([back to top](#)) Unless otherwise specified in this Order, the Buyer will pay freight charges and insurance, and Seller shall ship to Buyer on a freight collect basis using Buyer's preferred carrier. Buyer will not accept C.O.D. shipments unless expressly provided for in the Order. If the buyer does accept C.O.D. shipments and the freight cost is \$200 or more, the seller shall ensure a copy of the freight bill from the freight carrier is provided as back up documentation when the invoice is submitted to Accounts Payable. If the freight bill is not submitted with the invoice, the entire invoice will be rejected and the Seller will need to resubmit the invoice with the proper documentation.
8. **DOMESTIC BARGE SHIPMENTS.** ([back to top](#)) Seller shall notify the Traffic Section of Buyer at 1-800-426-1910 at least 30 calendar days prior to shipment by domestic barge.
9. **HEAVY MATERIAL.** ([back to top](#)) Seller shall mark *DELIVER ON FLAT BED TRAILER* when shipping single articles that exceed 4,000 pounds or that do not adapt to safe unloading with a standard forklift truck.
10. **PACKING AND CRATING.** ([back to top](#)) Seller shall, when practicable, ship in packages or loose pieces for unloading by a standard 4,000-pound forklift truck. Unless otherwise provided in the Order, Seller's price includes all charges for packing and crating.
11. **VALUE DECLARATION.** ([back to top](#)) Seller shall not insure for excess value via any mode of transportation. For shipments at Buyer's risk in which freight rates are based on *released value* Seller shall declare the lowest value on

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

the bill of lading. For shipments at Buyer's risk via domestic air freight, air freight forwarder, and Parcel Post, Seller shall insert the notation *NVD* (no value declared).

12. **DELIVERY.** ([back to top](#)) These requirements are in addition to those contained in the "Delivery, Title" clause in the "*General Provisions for Orders under U.S. Government Contracts.*" All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Unless otherwise specified in this Order, Seller shall not:
 - A. Make partial shipments of individual line items; or
 - B. Make shipments more than 90 days in advance.
13. **SUBCONTRACTING.** ([back to top](#)) No subcontract at any tier placed under this Order shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i) of the Federal Acquisition Regulation (FAR).
14. **COMPLIANCE WITH WORKSITE RULES.** ([back to top](#)) (*applicable only if Seller will be performing work on Buyer's property, a worksite under Buyer's control, or a third party's worksite in connection with performance under this Order*)
 - A. While on Buyer's property/worksite, Seller shall comply with all of Buyer's safety and security rules and regulations to include, but not limited to, the most recent version of Buyer's safety handbook. A copy of this handbook can be obtained from Buyer's purchasing representative.
 - B. If required, Seller will obtain a background check, at Seller's expense, for all employees as outlined at <https://supplier.huntingtoningalls.com/sourcing/AccessNNS.html>. Background checks shall be obtained through <https://ca.fadv.com/CA/newportnews>.
 - C. Prior to performing Production Work on Buyer's Newport News, Virginia, property, or at other locations if informed by Buyer that Seller must be "safety qualified" to perform the work, Seller shall also coordinate with Buyer's Environmental, Health, and Safety (EH&S) Department (O27) to complete the qualification process, and comply with the requirements of Buyer's "Contractor EH&S Resource Manual" which is available under Supplier Resources at this web site: http://supplier.huntingtoningalls.com/sourcing/Contractor_Safety/index.html. "Production Work" is defined as operations that involve hazards to personnel, including but not limited to construction, demolition, "hot work," work in enclosed and confined spaces, blasting, painting, material handling, working with hazardous materials or equipment, efforts in direct support of Buyer's Production Work, and similar operations.
 - D. If in performance of this order Seller performs work at a third party's worksite, Seller shall comply with all rules and regulations of that worksite, including safety and health rules and procedures, and the use of required personal protective equipment. Seller guarantees strict compliance by all its employees, agents and lower tier subcontractors while on the third party's premises.
 - E. In addition to any other remedies Buyer may be entitled to, Buyer may, without notice and an opportunity to cure:
 - i. Terminate this Order for default if Seller fails to comply with any part of provision 17; or
 - ii. Expel from Buyer's property/work site, any employee, subcontractor or agent of Seller found violating any part of provision 17.
 - F. Access by non-U.S. citizens to Buyer's property/worksite is prohibited unless approved in writing by Buyer.
15. **RESTRICTION ON CERTAIN PAYMENTS.** ([back to top](#)) (*orders or purchase order line item numbers to which the cost principles at FAR Part 31 apply*) Seller shall obtain Buyer's written permission prior to requiring employees to perform work under this Order for which the employees will be eligible to receive overtime premium pay as defined in FAR 22.103-1. Any overtime premium pay that is paid to Seller's employees for work performed under this Order for which Seller has failed to obtain Buyer's prior written approval shall be an unallowable cost under this Order.

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

Employees and Subcontractors' employees performing work under this Order will complete a full shift at the worksite. Man-hour costs (whether straight-time or overtime) and transportation costs for Seller personnel or Seller's subcontractor personnel traveling to or from worksites, including travel to worksites other than the Seller's facility for performance of the work shall not be an allowable cost under this Order. The restriction on travel costs contained in the previous sentence shall apply only to payments for travel time before or after the workers' regular shifts and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs meet the following conditions:

- A. Unless the travel is directed by Buyer, Seller will obtain Buyer's prior written approval before engaging in travel related to this Order. In requesting approval, Seller will fully disclose all facts regarding the proposed trip, including, but not limited to: the employee(s) involved, the purpose of the trip and destination, the dates, and the proposed mode(s) of transportation.
- B. Costs incurred by Seller personnel on travel ("Travel Costs") must comply with the Federal Acquisition Regulations ("FAR") and in particular FAR 31.205-46. Unless otherwise provided, the amounts that the Seller can invoice for lodging, meals, and incidental expenses is limited to the maximum per diem rate for the locality of travel specified in the Federal Travel Regulations, prescribed by the General Services Administration ("GSA"), for travel in the contiguous United States. Except as provided in this paragraph B, Buyer will not be liable to Seller for invoiced Travel Costs that exceed the prevailing GSA per diem rates. At the Buyer's absolute discretion, Buyer may reimburse Seller lodging and meal expenses in excess of the prevailing GSA per diem rate when: (i) costs have escalated because of special events (e.g., missile launching periods, sporting events, World's Fair, conventions, natural or manmade disasters); (ii) lodging and meal expenses within prescribed allowances cannot be obtained nearby; and (iii) costs to commute to/from the nearby location consume most or all of the savings achieved from occupying less expensive lodging. Buyer will not be liable to Seller for any Travel Costs incurred in connection with travel not pre-approved or directed by Buyer in accordance with paragraph A of this provision 19.
- C. Except as provided in this paragraph C, Buyer will not be liable to Seller for airfare costs in excess of the lowest priced airfare available to Seller during normal business hours ("Lowest Fare"). Buyer may at its absolute discretion reimburse Seller for airfare in excess of the Lowest Fare when use of the Lowest Fare would: (i) require circuitous routing, (ii) require travel during unreasonable hours, (iii) excessively prolong travel, (iv) result in increased cost that would offset transportation savings, (v) not reasonably accommodate the physical or medical needs of the traveler, or (vi) not reasonably meet Order requirements. If requested by Buyer, Seller will provide documentation supporting Seller's selection of the Lowest Fare.
- D. For vehicle transportation by Seller's personnel using their personally owned vehicles, Buyer will reimburse Seller at the prevailing Internal Revenue Service standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. Seller shall provide the MapQuest showing the start and stop location and the number of miles for the trip. If the start location cannot be provided due to employee confidentiality, the Seller shall provide the start city, zip code and state.
- E. Tips for meals will be included in the meal cost and subject to the prevailing GSA per diem meal rate. Tips for baggage handling (e.g. skycaps, bellhops, etc.) and maids will be included in the lodging cost and subject to the prevailing GSA lodging per diem rate. Tips for transportation and taxis required for business purposes are not included in and subject to the per diem caps. Buyer will reimburse Seller for reasonable amounts for such tips provided they are adequately explained in Seller's expense report.
- F. Rental car costs will be reimbursed for a standard size vehicle only. Use of luxury cars and sports utility vehicles are not authorized. The gas tank will be full before returning vehicle.
- G. All fines for traffic or parking violations are the sole responsibility of Seller and are not reimbursable as travel costs or otherwise. Costs for alcoholic beverages consumed during meals or otherwise are not reimbursable.

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- H. Seller will itemize all travel expenses utilizing the NNS Travel Expense Form located at https://supplier.huntingtoningalls.com/sourcing/accounts_payable.html for which it will be claiming reimbursement and include a copy of receipts for any single expense in excess of \$75.00. Notwithstanding the immediately preceding sentence, Seller will provide receipts, regardless of value, for air or rail transportation, lodging, car rentals, and gasoline purchased for rental vehicles. Failure to provide the required receipts will result in non-payment of invoice until all documentation is received. If the Seller does not itemize all travel expenses on the invoice and/or provide the required receipts, the entire invoice will be rejected and the Seller will need to resubmit with the necessary documentation.
- I. Paragraphs A through H apply only to costs incident to travel for temporary job assignments, i.e. assignments to a work location for a period of less than 12 months. Buyer will not reimburse Seller for costs incident to travel for assignments more than 12 months unless specifically identified by Seller and agreed to in writing by Buyer prior to the travel's occurring.
- J. Seller's obligation to perform this order is in no way conditioned upon the providing by the Buyer or its customer of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Seller for the account of the Buyer or its customer or furnished to the Seller by the Buyer or its customer hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 2.101, FAR 45.101 and DFARS 245.101.

16. **WARRANTIES (COST-REIMBURSEMENT ORDERS).** [\(back to top\)](#) Paragraph C of the "Warranty" clause is changed to read as follows: For all deficiencies that arise during the warranty period, Seller shall promptly remedy the deficiency for no additional fee. If Seller fails to remedy the deficiency within a reasonable time after having been notified of the deficiency, Buyer may, at its option, remedy the deficiency by contract or otherwise and charge to the Seller any increased costs or make an equitable reduction in any fixed fee paid or payable under the Order.

17. **INVOICE PROCESSING.** [\(back to top\)](#) Unless Seller is part of Buyer's Invoiceless Payment System, Seller shall email a PDF version of all invoices showing the Order number and Order Item Number to the Huntington Ingalls Incorporated email address on the first page of this Order. If Buyer does not fully pay Seller's original invoice because of a performance deficiency, Seller must submit a new invoice for any remaining amounts due after Seller corrects the deficiency that caused the partial payment. The Seller shall ensure the purchase order line item is clearly referenced on each item being invoiced. The Seller shall also ensure the invoice is submitted in the same unit of measure as the purchase order. If the purchase order line items are not referenced and the unit of measure is different from the purchase order, the entire invoice will be rejected and the Seller will need to resubmit the invoice with the proper criteria. If the invoice is for a down payment/milestone payment, the invoice must be submitted with the wavier of lien, insurance papers and Application for Partial Payment and Certification of Milestone Completion and Incurred Cost Form (NN9626). If these documents are not submitted with the invoice, the entire invoice will be reject and the Seller will need to resubmit the invoice with the proper documentation.

18. **GOVERNMENT TITLE (COST-REIMBURSEMENT AND TIME-AND-MATERIALS ORDERS).** [\(back to top\)](#)

- A. Title to all property purchased by Seller from a vendor for which Seller is entitled to be reimbursed as a direct item of cost under this Order shall pass to and vests in the Government upon the vendor's delivery of such property to Seller. Title to all other property, the cost of which is reimbursable to Seller, shall pass to and vest in the Government upon:
 - i. Issuance of the property for use in Order performance;

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- ii. Commencement of processing of the property for use in Order performance; or
 - iii. Reimbursement of the cost of the property pursuant to the terms of this Order, whichever occurs first.
- B. Upon the Government's acquiring title to property under this provision, the provisions of the BUYER OR GOVERNMENT PROPERTY provision contained in the "General Provisions for Orders under U.S. Government Contracts" shall apply to such property.

19. **PAYMENTS FOR TIME-AND-MATERIALS/LABOR-HOUR ORDERS.** ([back to top](#)) Buyer will pay Seller as follows upon the submission of proper invoices:

A. Hourly rate.

- i. The amounts shall be computed by multiplying the appropriate hourly rates prescribed in this Order by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Unless otherwise specified, invoices may be submitted once each month to Buyer. Seller shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by Buyer.
- ii. Buyer may unilaterally issue a modification requiring the Seller to withhold amounts from its billings until a reserve is set aside in an amount that the Buyer considers necessary to protect the Buyer's interests. Buyer may require a withhold of 5 percent of the amounts due under this provision, but the total amount withheld for this Order shall not exceed \$50,000. The amounts withheld shall be retained until final payment under this Order.
- iii. Unless otherwise specified, the hourly rates in the Order shall not be varied by virtue of Seller having performed work on an overtime basis. If no overtime rates are provided in this Order and overtime work is approved in advance by the Buyer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes provision. If this Order provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Buyer.

B. Materials and subcontracts (if specified in this Order).

- i. Buyer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this Order. Direct materials, as used in this provision, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- ii. Seller may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Seller's usual accounting practices consistent with Subpart 31.2 of the FAR. Seller shall not charge Buyer for profit or fee on materials on time and material/labor-hour orders.
- iii. Buyer will reimburse Seller for supplies and services purchased directly for this Order when Seller has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or will make these payments determined due in accordance with the terms and conditions of a subcontract or invoice.
- iv. Buyer will not reimburse Seller for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under this provision.
- v. Seller shall give credit to Buyer for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of Seller, or would have accrued except for the fault or neglect of Seller.
- vi. If the nature of the work to be performed requires Seller to furnish material that Seller regularly sells to the general public in the normal course of business, the price to be paid for such material, notwithstanding the

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

other requirements of this provision, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Buyer, provided that in no event shall such price be in excess of the Seller's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- C. **Total Cost.** It is estimated that the total cost to Buyer for the performance of this Order shall not exceed the ceiling price set forth in the Order and the Seller agrees to use its best efforts to perform the work specified in this Order and all obligations under this Order within such ceiling price. If at any time Seller has reason to believe that the hourly rate payments and material costs that will accrue in performing this Order in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 75 percent of the ceiling price in this Order, Seller shall notify Buyer giving a revised estimate of the total price to the Buyer for performing this Order with supporting reasons and documentation.
- D. **Ceiling price.** Buyer shall not be obligated to pay Seller any amount in excess of the ceiling price in this Order, and Seller shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in this Order, unless and until Buyer shall have notified Seller in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Order. When and to the extent that the ceiling price set forth in this Order has been increased, any hours expended and material costs incurred by Seller in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price

20. RESTRICTIVE MARKINGS FOR IDENTIFICATION OF NON-TECHNICAL TRADE SECRETS. [\(back to top\)](#)

- A. **GENERAL.** This clause specifies the required format for restrictive markings on non-technical data items delivered under this Order. This clause is applicable only to data which are not covered by DFARS provisions and which include information asserted by the Seller to be non-technical trade secrets. The standard markings specified in this clause shall be used to notify the Buyer of the Seller's assertions regarding the presence of non-technical trade secrets in data items and to identify exactly the information to which the restrictive markings refer. This clause does not modify the rights and obligations of any party to this Order or the Government with respect to the technical data, computer software, and computer software documentation which are within the scope of the clauses at Defense Acquisition Regulation Supplement (DFARS) 252.227-7013 "Rights in Technical Data – Noncommercial Items (FEB 2014)," DFARS 252.227-7014 "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)," DFARS 252.227-7015 "Technical Data – Commercial Items (FEB 2014)," DFARS 252.227-7019 "Validation of Asserted Restrictions – Computer Software (DEC 2011)," and DFARS 252.227-7037 "Validation of Restrictive Markings on Technical Data (JUN 2013)."
- B. **DEFINITIONS.** Terms which are defined in this clause are indicated with a bold font. As used in this clause:
- (i) **Non-technical data** means information, in any format and recorded on any media, which is not technical data, computer software or computer software documentation as defined in DFARS 252.227-7013 and DFARS 252.227-7014.
- (ii) **Non-technical trade secret** means any item of non-technical data, including but not limited to, a formula, pattern, compilation, program, device, method, technique, or process, that:
- (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- (b) is the subject of efforts by the Seller, that are reasonable under the circumstances, to maintain its secrecy; and

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- (c) is not "technical data," "computer software," or "computer software documentation," as those terms are defined in DFARS 252.227-7013 and DFARS 252.227-7014; and
- (d) is not bid or proposal information or source selection information subject to the requirements of FAR 3.104-4; and
- (e) is not Buyer furnished information or information previously provided by the Seller to the Buyer without restriction; and
- (f) is not information available to the Buyer without restriction from other sources.

(iii) **Nonconforming trade secret marking** means any restrictive legend or marking that is placed on a document or within an electronic file that does not comply with the requirements of this clause but appears to assert restrictions on the Buyer's or Government's rights to use, modify, reproduce, release, perform, display, or disclose non-technical data.

C. PERMISSABLE RESTRICTIVE MARKINGS ON NON-TECHNICAL DATA. The following types of notices or markings are permitted by law on non-technical data delivered under this Order: copyright notices pursuant to 17 U.S.C. §§ 401 – 404; patent markings pursuant to 35 U.S.C. § 287(a); trademark registration notices pursuant to 15 U.S.C. § 1111; common law trademark notices ("TM"); and the distribution statements required by DOD Directive 5230.24. Only the following markings are authorized for the purpose of asserting restrictions on the Buyer's or Government's rights to use, modify, reproduce, release, perform, display, or distribute non-technical trade secrets disclosed in non-technical data delivered under this Order.

(i) The following legend shall be placed on the cover page and title page of any document, near the title block of any drawing, and on the label of any computer disc, digital tape or other storage device:

[Insert Seller Name] Trade Secret

This [document, drawing or file] contains non-technical information that is a trade secret of [insert Seller name]. This trade secret information is specifically identified as such within the body of this [document, drawing or file]. This [document, drawing or file] is not to be disclosed to persons who are not employed by [insert Seller name], Huntington Ingalls Incorporated, or the United States Government without the prior written permission of [insert Seller name], unless the identified trade secret is completely deleted and otherwise removed from this [document, drawing or file] before disclosure.

In addition, for electronic files that contain non-technical trade secrets, the above legend shall appear on the computer screen or other user display upon initial access to the file.

(ii) In addition to the legend prescribed by paragraph (c)(1) above, each individual page of a document (other than the cover or title page), or separable portions of an electronic file, that contains a non-technical trade secret shall have the following legend as a footer:

[Insert Seller Name] Trade Secret -- refer to cover page for restrictions

This footer is permitted only on those pages that actually include non-technical trade secrets

(iii) Where individual pages of a document, or separable portions of an electronic file, contains both nontechnical trade secret(s) and other information not subject to restrictions, the non-technical trade secret(s) shall be clearly identified by notes or markings indicating specifically which paragraphs, figures, tables, etc. the restrictive markings refer to.

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

- (iv) Reproductions of any portion of an original document, drawing, electronic file or database that contains non-technical trade secret(s) shall include reproductions of the legend(s) specified in this clause only if the reproduced portions include non-technical trade secret(s).

D. CORRECTION AND JUSTIFICATION OF RESTRICTIVE MARKINGS ON NON-TECHNICAL DATA.

- (i) The restrictive markings authorized by this clause are the sole means by which the Seller may give notice to the Buyer and Government of its assertions about non-technical trade secret(s). Nothing in this Order limits the Buyer's or Government's rights to challenge the validity or accuracy of those assertions at any time after delivery of the data item with restrictive markings.
- (ii) If an item of non-technical data is delivered with nonconforming trade secret marking(s), the Buyer or Government may require the Seller to resubmit that data at its own expense with markings that conform to the requirements of this clause. If the Buyer or Government notifies the Seller of a nonconforming trade secret marking and the Seller fails to remove or correct such marking and resubmit the data within sixty (60) days, the Buyer and Government may ignore or, at the Seller's expense, remove or correct the nonconforming trade secret marking.
- (iii) The Buyer or Government may request information needed to evaluate the validity of assertions made by the Seller with the markings authorized by this clause. For this purpose the Seller will provide a detailed listing which identifies the specific non-technical trade secret(s) which are the basis for the restrictive markings.

E. APPLICABILITY TO SUBCONTRACTORS. This clause shall be included in all subcontracts at any tier which will require delivery of non-technical data to the Buyer or Government.

F. The requirements of this clause apply both to non-technical data delivered in hard copy and to non-technical data delivered on the IDE or any other electronic media.

21. NOTICE OF PRIOR WAIVERS AND DEVIATIONS. [\(back to top\)](#) In the event the Seller is providing or proposing to provide to the Buyer an item:

- A. That has previously been provided to the Navy for inclusion as Government Furnished Material (GFM) on ENTERPRISE or previous NIMITZ Class Ships, or
- B. Seller is developing for the Navy under another Government program; then the Seller shall immediately notify Buyer in writing indicating any specification differences, waivers and/or deviations that were or are in effect for the item(s).

22. ANTI-TERRORISM STANDARDS. [\(back to top\)](#) Seller shall ensure that any services to be delivered in a Department of Defense ("DoD") occupied space or ship are governed by the requirements set forth in DoD Instruction 2000.16, DoD Antiterrorism Standards.

23. MAINTENANCE STATUS REPORTING. [\(back to top\)](#) When Seller will be performing maintenance work on a Navy vessel, Seller will attend maintenance status meetings when requested by Buyer and provide maintenance status reports in a form and frequency acceptable to Buyer.

24. FAR/DFARS CLAUSES/PROVISIONS. [\(back to top\)](#)

- A. The FAR and DFARS clauses listed below are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text. Seller shall incorporate into each lower-tier subcontract

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

placed in support of the Order all applicable clauses in accordance with the flowdown requirements specified in such clause.

- B. The terms “Contractor” means “Seller,” “Contracting Officer” means “Buyer,” “Contract” means this Order and “Government” means “Buyer or the Government.” However, the words “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative.
- C. Unless a clause or parenthetical specifies or references a monetary threshold, thresholds for Truthful Cost and Pricing Data (referred to as “TCPD,” and formerly known as TINA), the Simplified Acquisition Threshold (SAT), and the Micro Purchase Threshold (MPT) are those found in the definitions at FAR 2.101. Applicable thresholds are those in effect in the FAR on the date of Order award unless otherwise indicated.
- D. Whenever the FAR or DFARS clauses include a requirement for dispute resolution in accordance with the “Disputes clause,” the dispute shall be disposed subject to the provision entitled “Disputes” in this Order.
- E. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/>.

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.202-1	Definitions (<i>“solicitation” means the Buyer’s customer’s solicitation under which this Order is issued</i>)	(Jun 2020)
52.203-3	Gratuities (<i>“Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any officer or employee of the Government”)</i>)	(Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (<i>applies to Orders over the SAT(ALT I applies to commercial items)</i>)	(Jun 2020)
52.203-7	Anti-Kickback Procedures (<i>except subparagraph (c)(1)</i>) (<i>applies to Orders over the threshold at FAR 3.502-2(i)</i>)	(Jun 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (<i>applies to Orders that exceed the threshold at FAR 3.808</i>)	(Jun 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (<i>applies to Orders that exceed the threshold at FAR 3.1004(a) and that have a performance period of more than 120 days</i>) (<i>The Parties shall make all disclosures of violation of the civil False Claims Act or of Federal criminal law to the Office of the Inspector General of the agency issuing the prime contract under which this Order is issued with a copy to the Contracting Officer of the prime contract.</i>)	(Nov 2021)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(Jan 2017)
52.204-2	Security Requirements (<i>applies to Orders requiring access to classified information, delete paragraph (c)</i>)	(Mar 2021)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.204-9	Personal Identity Verification of Contractor Personnel <i>(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)</i>	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards <i>(unless already provided, Seller shall provide Buyer with the information contained in subparagraph (d)(2) and (d)(3) as applicable; no other terms of the clause apply)</i>	(Jun 2020)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems <i>(applies to Orders (including those for acquisition of commercial products and services, other than commercially available off-the-shelf products), in which the Seller may have "Federal contract information," as that term is defined in paragraph (a) of this clause, residing in or transiting through its information system)</i>	(Nov 2021)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Nov 2021)
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 <i>(applies to Orders over the threshold specified in FAR 9.405-2(b) for other than commercially available off-the-shelf products)</i>	(Nov 2021)
52.211-5	Material Requirements <i>(the clause's requirement that Contracting Officer approval be obtained before using "surplus property" applies also to residual inventory resulting from terminated Government contracts or purchase orders awarded thereunder)</i>	(Aug 2000)
52.211-15	Defense Priority and Allocation Requirements	(Apr 2008)
52.215-12	Subcontractor Certified Cost or Pricing Data <i>(applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1))</i>	(Jun 2020)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications <i>(applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1) on the date of Order modification)</i>	(Jun 2020)
52.215-14	Integrity of Unit Prices and Alt I (Oct 1997) <i>(applies to Orders over the SAT, delete paragraph(b))</i>	(Nov 2021)
52.215-15	Pension Adjustments and Asset Reversions <i>(applies to Orders over the TCPD threshold)</i>	(Oct 2010)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions <i>(applies to Orders over the TCPD threshold)</i>	(Jul 2005)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	(Nov 2021)
52.219-8	Utilization of Small Business Concerns	(Oct 2022)
52.219-9	Small Business Subcontracting Plan and Alt II (Nov 2016) <i>(applies to Orders over the threshold at FAR 19.702(a) except commercial products and services and small businesses)</i>	(Oct 2022)
52.222-1	Notice to the Government of Labor Disputes	(Feb 1997)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	(May 2018)
52.222-19	Child Labor - Cooperation with Authorities and Remedies <i>(except paragraph (a))</i>	(Dec 2022)
52.222-20	Contracts for Materials, Supplies, Articles and Equipment <i>(applies to Orders exceeding the threshold specified in FAR 22.602)</i>	(Jun 2020)
52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation <i>(applies to Orders over \$10 million)</i>	(Feb 1999)
52.222-26	Equal Opportunity	(Sep 2016)
52.222-35	Equal Opportunity for Veterans <i>(applies to Orders valued at or above the threshold at FAR 22.1303(a))</i>	(Jun 2020)
52.222-36	Equal Opportunity for Workers With Disabilities <i>(applies to Orders over the threshold at FAR 22.1408(a))</i>	(Jun 2020)
52.222-37	Employment Reports on Veterans <i>(applies to Orders valued at or above the threshold at FAR 22.1303(a))</i>	(Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act <i>(applies to Orders over \$10,000)</i>	(Dec 2010)
52.222-50	Combating Trafficking in Persons	(Nov 2021)
52.223-18	Contractor Policy to Ban Text Messaging While Driving <i>(applies to Orders over the MPT)</i>	(Jun 2020)
52.225-13	Restrictions on Certain Foreign Purchases	(Feb 2021)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.227-1	Authorization and Consent (<i>applies to Orders that exceed the SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services</i>)	(Jun 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (<i>applies to Orders over the SAT</i>)	(Jun 2020)
52.228-5	Insurance - Work on a Government Installation (<i>applies to Orders requiring work on a Government installation</i>)	(Jan 1997)
52.230-2	Cost Accounting Standards (<i>except paragraph "(b)"</i>)	(Jun 2020)
52.230-6	Administration of Cost Accounting Standards (<i>applies to Orders with CAS covered Sellers</i>)	(Jun 2010)
52.232-17	Interest	(May 2014)
52.232-20	Limitation of Cost (<i>except that "60" is changed to "75" in paragraph (b)(1) (cost-reimbursement Orders that are fully funded)</i>)	(Apr 1984)
52.232-22	Limitation of Funds (<i>except that "60" is changed to "75" in paragraph (c) (cost-reimbursement Orders that are incrementally funded)</i>)	(Apr 1984)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (<i>applies only to Orders with small business concerns</i>)	(Mar 2023)
52.236-7	Permits and Responsibilities	(Nov 1991)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (<i>this clause shall apply to both Buyer's and its customer's property</i>)	(Apr 1984)
52.242-3	Penalties For Unallowable Costs (<i>cost-reimbursement Orders only</i>)	(Dec 2022)
52.242-4	Certification of Final Indirect Costs (<i>cost-reimbursement Orders only</i>)	(Jan 1997)
52.242-5	Payments to Small Business Subcontractors (<i>applies to Orders over \$700,000 except commercial products and services and small businesses</i>)	(JAN 2017)
52.242-14	Suspension of Work (<i>change 20 days to 10 days</i>)	(Apr 1984)
52.243-2	Changes -- Cost-Reimbursement & Alt II (Apr 1984) (<i>except that para. (c) is changed from "30" to "15" (cost-reimbursement Orders only)</i>)	(Aug 1987)
52.243-3	Changes -- Time-and-Materials or Labor-Hours (<i>applies to Orders or portions thereof for time-and-materials or labor-hours</i>)	(Sep 2000)
52.243-7	Notification of Changes (<i>insert "five (5)" in paragraph (b)</i>)	(Jan 2017)
52.244-6	Subcontracts for Commercial Products and Services	(Nov 2023)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.245-1	Government Property & Alt I (Aug 2010) <i>(excluding any warranty of suitability/serviceability contained in paragraph (d)(2) and (d)(2)(iii))</i>	(Sep 2021)
52.246-2	Inspection of Supplies – Fixed Price	(Aug 1996)
52.246-4	Inspection of Services – Fixed Price	(Aug 1996)
52.246-6	Inspection – Time-and Material and Labor Hour	(May 2001)
52.247-63	Preference for U.S.-Flag Air Carriers <i>(applies to any Orders and lower-tier subcontracts that involve international air transportation)</i>	(Jun 2003)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(Feb 2006)
52.248-1	Value Engineering <i>(applies to Orders exceeding the SAT, except as specified in FAR 48.201(a)) (substitute “Buyer” for “Contracting Officer” and “Government” throughout, except where used in the term “Government costs” and in paragraph (m) where “Government” shall mean “Government and/or Buyer”)</i>	(Jun 2020)
52.249-2	Termination for Convenience of the Government (Fixed-Price) <i>(in paragraph “c” change from “120” to “60” and paragraph “e” change from “1 year” to “six months”)</i>	(Apr 2012)
52.249-6	Termination (Cost-Reimbursement) <i>(except that paragraph “(d)” is changed from “120” to “60” and paragraph (f) is changed from “1 year” to “six months,” and except that all references to default are deleted) (cost-reimbursement Orders only) (for Time and Material orders use Alt. IV)</i>	(May 2004)

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies <i>(applies to Orders over the SAT except commercial products and services)</i>	(Jan 2023)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Dec 2022)
252.203-7003	Agency Office of the Inspector General	(Aug 2019)
252.203-7004	Display of Hotline Posters <i>(applies to Orders that exceed the threshold specified in DFARS 203.1004(b)(2)(ii) on the date of Buyer’s prime contract award)</i>	(Jan 2023)
252.204-7000	Disclosure of Information	(Oct 2016)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.204-7003	Control of Government Personnel Work Product	(Apr 1992)
252.204-7004	Antiterrorism Awareness Training for Contracts <i>(applies to all Orders under which Seller will require routine physical access to a Federally-controlled facility or military installation)</i>	(Jan 2023)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting <i>(applies if covered defense information is provided to, or delivered by, Seller under this Order; Seller shall also provide Buyer with any reports it receives from lower tier subcontractors pursuant to this clause)</i>	(Jan 2023)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	(Jan 2023)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	(Jan 2023)
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	(Jan 2023)
252.211-7003	Item Unique Identification and Valuation <i>(applies to Orders when any item is listed as requiring unique item identification)</i>	(Jan 2023)
252.211-7007	Reporting of Government-Furnished Property	(Mar 2022)
252.217-7003	Changes <i>(except that paragraph (b) (1) is changed from ten to five days) (Orders issued for the performance of repair work on non-nuclear vessels) (Included in Master Shipbuilding Agreement)</i>	(Dec 1991)
252.217-7005	Inspection and Manner of Doing Work	(Jul 2009)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)-Basic <i>(supplements FAR 52.219-9)</i>	(Dec 2019)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements <i>(applies to Orders over \$1 million, except commercial items)</i>	(Jan 2023)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic <i>(applies only when performing work on a DoD facility)</i>	(Sep 2014)
252.223-7008	Prohibition of Hexavalent Chromium <i>(applies to Orders for supplies, maintenance and repair services, or construction materials)</i>	(Jan 2023)
252.225-7001	Buy American and Balance of Payments Program-Basic	(Jan 2023)
252.225-7002	Qualifying Country Sources as Subcontractors	(Mar 2022)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission After Award <i>(applies to Seller only for Orders that exceed the threshold specified in DFARS 225.7201(a) on the date of award of Buyer's prime contract that could be performed in the United States or Canada)</i>	(Oct 2020)
252.225-7012	Preference for Certain Domestic Commodities	(Apr 2022)
252.225-7013	Duty-Free Entry	(Dec 2022)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	(Jun 2005)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings <i>(except for commercial items and items not containing ball or roller bearings)</i>	(Jan 2023)
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain <i>(applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter)</i>	(Dec 2009)
252.225-7021	Trade Agreements-Basic	(Jan 2023)
252.225-7025	Restriction on Acquisition of Forgings <i>(applies to forged items or items containing forged items)</i>	(Dec 2009)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	(Dec 2006)
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	(Dec 2018)
252.225-7048	Export-Controlled Items	(Jun 2013)
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	(Jan 2023)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns <i>(applies to Orders exceeding \$500,000)</i>	(Jan 2023)
252.227-7013	Rights in Technical Data - Noncommercial Other than Commercial Products and Commercial Services & Alt II (Mar 2022) <i>(applies only to technical data if any portion was developed at Government expense)</i>	(Mar 2023)
252.227-7014	Rights in Noncommercial Computer Software Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation <i>(applies only to computer software or computer software documentation if any portion was developed at Government expense)</i>	(Mar 2023)
252.227-7015	Technical Data – Commercial Products and Commercial Services & Alt. I (Mar 2022) <i>(applies to Orders for technical data for commercial items developed in any part at private expense)</i>	(Mar 2023)

CONTRACT SPECIFIC SUPPLEMENT FOR N0024-23-D-4107 SAN DIEGO MAINTENANCE CONTRACT

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.227-7016	Rights in Bid or Proposal Information	(Jan 2023)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	(Jan 2023)
252.227-7037	Validation of Restrictive Markings on Technical Data	(Jan 2023)
252.231-7000	Supplemental Cost Principles	(Jan 2023)
252.244-7000	Subcontracts for Commercial Products and Commercial Services (DoD Contracts) <i>(supplements FAR 52.244-6)</i>	(Jan 2023)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property <i>(Seller shall forward the information required by the clause to Buyer)</i>	(Jan 2021)
252.245-7003	Contractor Property Management System Administration	(Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal <i>(Seller shall provide inventory disposal schedules to Buyer)</i>	(Dec 2017)
252.246-7003	Notification of Potential Safety Issues <i>(applies to Orders for Products identified as: (i) critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)</i>	(Jan 2023)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System <i>(excluding the introductory text and including only paragraphs (a) through (e)) (applies to Orders requiring delivery of electronic parts or assemblies containing electronic parts)</i>	(Jan 2023)
252.246-7008	Sources of Electronic Parts <i>(applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)</i>	(Jan 2023)
252.247-7023	Transportation of Supplies by Sea – Basic <i>(applies to Orders over the SAT; if this Order is below the SAT, only paragraphs (a) through (e), and paragraph (i), apply)</i>	(Jan 2023)
252.249-7002	Notification of Anticipated Contract Termination or Reduction <i>(applies to Orders that equal or exceed the threshold specified in DFARS 249-7003 (c)(1) at the time of the notice; delete paragraph (d)(1) and the first five words of paragraph (d)(2))</i>	(Dec 2022)