

PLASAN NORTH AMERICA SUPPLEMENTAL TERMS & CONDITIONS

CONTRACT CLAUSES

The following clauses are flowed down from PNA's Contract with the Customer, and from the Customer's contract with the Government. The defined terms in the Plasan General Terms and Conditions of Purchase (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.*

Additional Definitions

- (a) "**ABS**" means the American Bureau of Shipping.
- (b) "**Buyer**" means Plasan North America
- (c) "**Contract Price**" means the total amount to be paid in consideration of Seller's full performance.
- (d) "**Contract Work**" means the products, material, apparatus, equipment, supplies, articles, data, services and/or goods which are the subject of the Contract.
- (e) "**Contracting Officer**" means the person(s) authorized to negotiate, approve, enter into and deliver contracts, and change orders for the Government.
- (f) "**Government**" means the United States of America, acting through its authorized representative, which may include without limitation the Department of the Navy or the U.S. Coast Guard.
- (g) "**Lien**" means any lien, mechanic's lien, materialmen's lien, possessory or other liens, stop notice, bond right, security interest, encumbrance or other right in personam or in rem of every nature, whether arising by statute, common law, or in admiralty, charges, encumbrances or security interests placed in, created by or through Seller or its Suppliers.
- (h) "**Manufacturing Materials**" means completed Contract Work, partially completed Contract Work, and materials, parts, tools, dies, fixtures, plans, drawings, information and contract rights that Seller has specifically produced or acquired for the Contract.
- (i) "**OCM**" means Original Component Manufacturer.
- (j) "**OEM**" means Original Equipment Manufacturer.
- (k) "**Prime Contract**" means the contract between PNA's customer and the U.S. Government.
- (l) "**Procurement Representative**" means the person authorized by Buyer to negotiate, approve, enter into and deliver Purchase Orders, subcontracts and other engagements, and change orders thereto. Procurement Representatives do not include any production, deck plate supervisors, engineering or technical personnel.
- (m) "**Regulatory Body**" means any Governmental or quasi-Governmental agency or external independent organization (including but not limited to ABS, FCC, FDA, EPA, USCG, Department

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of Homeland Security, and the Department of State) that regulates compliance of products or activities relating to the parties, the Contract or the Contract Work.

- (n) “**Risk of Loss**” is the term used to determine which party should bear the risk of damage or destruction occurring to the Contract Work.

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

Section B – General Flowdowns

1. The Contract shall not be varied, supplemented, qualified or interpreted by any prior course of dealing, usage of trade or course of performance between the parties and shall be interpreted without regard to which party drafted or is deemed to have drafted the Contract. If any of the provisions of the Contract are found to be invalid, the remaining provisions shall not be affected, and the Contract shall be interpreted as if not containing such provisions. All headings and numbering are for administrative convenience only and shall not be used to interpret the Contract.

2. Seller may not assign, subcontract or delegate any of its rights (including without limitation any right to receive payments), interest or performance, in whole or in part, voluntarily or by operation of law, without obtaining Buyer’s prior written consent. Buyer may assign all or a portion of its rights, duties and obligations under the Contract or the Contract itself in whole or in part to any third party, Customer, or successor contractor pursuant to the Prime Contract.

3. Unless the Purchase Order is for goods to be supplied on a “build to print” basis by Seller, and to the extent applicable to the Contract Work, Seller shall provide Buyer, upon request, with either (i) the USML category of such hardware, software, technical data or defense services that is controlled by the ITAR, or (ii) the Export Control Classification Number (“**ECCN**”) of such hardware, software, or technology that is subject to, or controlled by the EAR, including those items designated as “EAR99”; and shall also provide the Harmonized Tariff Schedule number (“**HTS**”), when applicable, for each item of hardware or software, regardless of any export regulatory designation.

(a) Seller shall notify Buyer immediately upon being listed in any export-related Restricted, Denied or Blocked Persons List, Debarred Parties List, U.S. Federal Register General Order, or if Seller’s export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

4. Seller is prohibited from offering any gratuities (in the form of entertainment, gifts or otherwise) or kickbacks to Buyer or its employees or agents, or governmental official or any political party, party official or candidate, either directly or indirectly through an intermediary, with a view toward securing favorable treatment under the Contract or for future business opportunities or for the purpose of influencing any official act, omission, or exercise of influence on the recipient, to assist Buyer or Seller in obtaining or retaining business. *Seller shall ensure that the substance of this clause is flowed down to its own lower tier subcontracts.* Seller’s material breach of this clause shall be considered a material breach of the Contract and of all other contracts between the parties.

5. Seller is an independent contractor. Buyer is not an employer of Seller or Seller’s workers, and is not a joint employer with Seller. Seller shall have complete control over the performance of the Contract Work herein and may, at its own expense, employ such workers or Suppliers as Seller deems

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necessary to perform the Contract Work. Without limiting the foregoing, Seller acknowledges and agrees that no provision by Buyer of medical services or insurance coverage, including without limitation DBA insurance coverage, to Seller or Seller's workers or Suppliers shall be deemed to create an employer or joint employer relationship between Buyer and Seller or any of Seller's workers or Suppliers. Seller ensures that (i) its Suppliers perform to standards no less than those specified in the Contract and specifications; (ii) Buyer and Customer representatives have reasonable access to any Supplier site and they will be afforded such opportunity to inspect all Supplier work to the same extent as if Seller was doing the work; and (iii) its Suppliers shall warrant their work to the same level and time period consistent with the Guaranty in the Contract. Seller assumes full and sole responsibility for the payment of all compensation and expenses, benefits, and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. Seller shall be solely responsible and shall defend, indemnify, and hold Buyer harmless for any failure by Seller to (i) provide accurate, proper, or timely payment of wages (as that term is defined in California Labor Code Section 200) to any worker(s) it provides to Buyer, (ii) secure valid workers' compensation coverage for any workers it provides to Buyer, (iii) provide benefits, leave, or paid time off to workers it provides to Buyer, including but not limited to paid sick leave under federal, state, and local laws, if applicable to Seller; and (iv) comply with the Patient Protection and Affordable Care Act and its amendments, if applicable to Seller. Seller shall defend, indemnify and hold Buyer harmless for all losses, costs, expenses (including actual attorneys' fees), penalties and interest, as a result of its failure to do so. This indemnification shall extend to claims occurring after the applicable Purchase Order is terminated as well as while it is in force, as well as to any claim or adjudication that Buyer is a joint employer with Seller.

6. Seller represents and warrants to Buyer and its Customers that the Contract Work is new (not used or reconditioned) and not of such an age or so deteriorated as to impair their usefulness or safety. If Seller intends to provide used or reconditioned Contract Work, Seller shall notify Buyer in writing and obtain advanced written authorization from Buyer to provide such used or reconditioned Contract Work.

(a) Seller shall only purchase Contract Work: (i) directly from the OCM or OEM; or (ii) from a distributor or other source that purchases directly from the OCM or OEM and is authorized, franchised or certified by the OCM or OEM. Seller shall notify Buyer in writing and obtain advanced written consent from Buyer to use such Contract Work if Seller plans to purchase from sources that are not authorized, franchised or certified sources.

7. Seller and its Suppliers are prohibited from advertising or publishing any information about the Contract or their Contract Work in support of the Contract, and are prohibited from using Buyer's trademarks or trade names without Buyer's prior written consent. *Seller shall include this clause in all lower-tier subcontracts or orders placed in support of the Contract.*

8. Seller represents that its Contract execution and performance does not and will not conflict with or breach any contractual, fiduciary or other duty or obligation to which Seller is bound. Seller further represents that it will not accept work which would create for Buyer or Seller an actual or apparent Organizational Conflict of Interest ("OCI") as such term is defined in FAR Subpart 9.5 when Seller is providing Contract Work in support of a Government Prime Contract. Seller shall immediately provide

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notice to Buyer in the event that it discovers any actual or potential personal or business OCI concerns related to or arising out of the Contract or any Purchase Orders.

9. Buyer may unilaterally withhold 5% of the total Contract Price if Seller fails to submit to Buyer: (i) a conflict mineral compliance certification or (ii) human trafficking compliance certification. The financial withholding will be released after Seller submits the requisite certifications.

10. Seller shall comply with FAR 52.222-50 even if Seller provides services, commercial items, or Commercial Off-The-Shelf (COTS) items. *Seller shall flow-down FAR 52.222-50 to its subcontractors or suppliers at any tier or level.* However, FAR 52.222-50 paragraph (h) and paragraph (i) shall only apply when aggregate value of the Purchase Orders issued to Seller under the Contract are estimated to exceed \$500,000 and Seller is providing supplies other than commercially available COTS items acquired outside of the U.S. or services are to be performed outside of the U.S. When FAR 52.222-50 paragraph (h) and paragraph (i) apply, Seller shall provide Buyer with: (i) Seller's compliance plan and signed certification as provided in FAR 52.222-50 paragraph (h)(5) before Buyer is able to issue any Purchase Order to Seller under the U.S. Government prime contract; and (ii) Seller's annually updated compliance plan and certification thereafter. Seller must also implement Seller's compliance plan to prevent trafficking in persons.

(a) Seller shall comply with: (i) DFARS 252.222-7007; (ii) FAR 52.244-6 when Seller is providing commercial items; and (iii) the hotline poster requirement set forth in 252.203-7004 when Seller's Contract for non-commercial items exceeds \$5 Million.

(b) Seller shall comply with FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment and comply with and provide representations required by FAR 52.204-26, Covered Telecommunications Equipment or Services—Representation, even if Seller provides services, commercial items, or Commercial Off-The-Shelf (COTS) items. *In addition, Seller shall flow-down FAR 52.204-25 to its subcontractors or suppliers at any tier or level.* Seller shall provide its representation as required by FAR 52.204-26, with term "Offeror" as used in the clause meaning "Seller," and with the term "Government" meaning "Buyer."

Section C – Description and Specifications

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

- (a) Performance under this Contract may require that Seller have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Contract Work required by this Contract; and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer so that Buyer can provide a copy to the Government's Contracting Officer as required under the terms of Buyer's Prime Contract. The Government may unilaterally modify the Prime Contract to list

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those third parties with which Buyer and/or Seller will have agreement(s). Buyer will share with Seller the relevant information from the modification.

- (b) Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer and the Government's Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this Contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, a joint venture, affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from Buyer, Customer, or the Government through any means to which Seller has access in the performance of this Contract that contains proprietary or other restrictive markings.
- (d) Seller agrees that it will promptly notify Buyer of any attempt by Government or Buyer representatives or third parties not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the Government or Buyer representatives or third parties seeking access to such information.
- (e) ***Seller shall include this requirement in subcontracts of any tier, which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.***
- (f) Compliance with this requirement is a material requirement of this Contract.

APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983) [Modified by Buyer]

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

DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (AT) (NAVSEA) (JAN 1990) [Modified by Buyer] Attention of the Seller is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated thereunder by the Secretary of Labor (29 CFR 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this Contract shall be construed as relieving the Seller from any obligations which it may have for compliance with the aforesaid regulations.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with the Contract Work furnished under this Contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009) [Modified by Buyer]

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- (a) Specifications. Buyer will furnish the Buyer or Customer generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents as described in paragraph (e) below.
- (b) Drawings and Data. Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the specification as mandatory for use or for performance.
- (c) Government Furnished Information (“GFI”). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2, as follows: (1) The Government Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2. (2) If any action taken by the Government’s Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled “CHANGES--FIXED-PRICE” (FAR 52.243-1).
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Buyer or Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled “GOVERNMENT PROPERTY” (FAR 52.245-1) or “GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES” (FAR 52.245-2), as applicable, or any other term or condition of this Contract.
- (e) Referenced Documentation. Buyer, Customer, and the Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the specifications. Such referenced documentation may be obtained as described below. (1) From the ASSIST database via the internet at <https://assist.dla.mil/>; or (2) By submitting a request to the Department of Defense Single Stock Point (“DoDSSP”) Building 4, Section D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094, Telephone (215) 697-6396, Facsimile (215) 697-9398. However, commercial specifications and standards, which may be referenced in the specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

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.

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(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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

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

Section D - Packaging and Marking

IDENTIFICATION MARKING OF PARTS - (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following: (1) Parts shall be marked in accordance with generally accepted commercial practice. (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

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 (AUG1996)
52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)
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)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

GUARANTY PERIOD (FT) (NAVSEA) (JAN 1990) [Modified by Buyer]

(a) As used in this Contract, the term “defects” includes any and all defects, deficiencies, deteriorations, and failure in the Vessel(s). There shall be a guaranty period for each Vessel beginning at the time of preliminary acceptance and ending twelve (12) months after preliminary acceptance of the Vessel, unless extended as provided in paragraph (b) below.

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- (b) The guaranty period for each Vessel shall be extended by the time during which such Vessel is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine Buyer to be responsible, and then Buyer determines Seller to be responsible.
- (c) After delivery if defects are identified during the guaranty period, and if corrections of such defects are determined to be the responsibility of Seller and if the correction requires an engineering change, the Seller shall revise and submit the supporting documentation (drawings and all logistics data, including all drawings and documentation required by ABS and Regulatory Bodies, to the Buyer that show modifications made to correct such defects.

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)[Modified by Buyer]

(a) Seller shall comply with the higher-level quality standard(s) listed below. ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract

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

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (AUG 1996) – ALTERNATE I (JUL 1985) (DEVIATION)

[Modified by Buyer] The term “Vessel” as used in this requirement refers to each of the Vessels to be constructed and delivered under this Contract.

(a) Definition. “Supplies,” as used in this clause, includes but is not limited to the Vessel(s), raw materials, components, intermediate assemblies, end products, and lots of Supplies.

(b) Seller shall provide and maintain, prior to and at all times during manufacture, an inspection system acceptable to the Government and Buyer covering Supplies under this Contract and shall tender to the Government or Buyer for acceptance only Supplies that have been inspected in accordance with the inspection system and have been found by Seller to be in conformity with Contract requirements. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government and Buyer during Contract performance and for as long afterwards as the Contract requires. The Government and Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Contract Work. The right of review, whether exercised or not, does not relieve Seller of the obligations under the Contract nor impose any liability on the Government or Buyer therefor.

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- (c) The Government and Buyer have the right to inspect and test all Supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before final acceptance. The Government and Buyer shall perform inspections and tests in a manner that will not unduly delay the Contract Work. The Government and Buyer assume no contractual obligation to perform any inspection and test for the benefit of Seller unless specifically set forth elsewhere in this Contract.
- (d) If the Government or Buyer performs inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and shall require its subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the Contract, the Government shall bear the expense of Government inspections or tests made at other than Seller's or its subcontractors' premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)(1) When Supplies are not ready at the time specified by Seller for inspection or test, the Contracting Officer or Buyer may charge to Seller the additional cost of inspection or test.
- (2) The Contracting Officer or Buyer may also charge Seller for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (f) The Government or Buyer has the right, in accordance with this clause and other clauses of this Contract, including the clause entitled "DELIVERY OF COMPLETED VESSEL," either to reject or to require correction of nonconforming Supplies. Supplies are nonconforming when they are defective in material workmanship or are otherwise not in conformity with contract requirements. The Government, Customer, or Buyer may reject nonconforming Supplies with or without disposition instructions. Supplies rejected prior to preliminary acceptance as not conforming to this Contract, and any Seller responsible defects discovered during the guaranty period, in accordance with the clause entitled "GUARANTY PERIOD," shall, at the election of the Government, Customer, or Buyer be replaced or corrected either by the Government, Buyer or by Seller. The Government or Buyer shall furnish advance notification of the time (i) when Seller inspection or tests will be performed and Government or Buyer will, whenever practicable, afford Seller an opportunity to examine the nonconforming Contract Work or defective Supplies before they are replaced or corrected. If the Government or Buyer elect to effect replacement or correction by the Government or Buyer, the Government or Buyer shall equitably reduce the target price or, if established, the total final price.
- (g) Seller shall remove Supplies rejected or required to be corrected by Seller. However, the Contracting Officer, Customer, or Buyer may require or permit correction in place, promptly after notice. Seller shall not tender for acceptance corrected or rejected Supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken. Subject to the provisions of paragraph (i) below, cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost. However, replacements or corrections by Seller after the establishment of the total final price shall be at no increase in the total final price.

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- (h) If Seller fails to promptly remove, replace, or correct rejected Supplies that are required to be removed or to be replaced or corrected, the Government, Customer, or Buyer may either (1) by contract or otherwise, remove, replace, or correct the Supplies and equitably reduce the target price or, if established, the total final price or (2) may terminate the Contract for default. Unless Seller corrects or replaces the Supplies within the delivery schedule, the Contracting Officer or Buyer may require their delivery and equitably reduce any target price or, if it is established, the total final Contract Price. Failure to agree to a price reduction shall be a dispute.
- (i) The cost of any removal, replacement or correction for which Seller is responsible shall be borne by Seller in accordance with paragraphs (g) and (h) above, except that the liability of Seller for the correction of defects discovered during the guaranty period (other than defects resulting from fraud or gross mistakes amounting to fraud). An increase in the Contract Price on account of any replacement or correction for which Seller is not responsible shall be determined pursuant to the clause of this Contract entitled "CHANGES."
- (k) The Government, Customer, or Buyer shall accept or reject Supplies as provided in the Contract. The Government's or Buyer's failure to inspect and accept or reject the Supplies shall not relieve Seller from responsibility, nor impose liability on the Government or Buyer, for nonconforming Supplies.
- (l) Inspections and tests by the Government, Customer, or Buyer do not relieve Seller of responsibility for defects or other failures to meet Contract requirements discovered before final acceptance. Final acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud or as otherwise provided in the Contract.
- (m) If final acceptance is not conclusive for any of the reasons in paragraph (l) hereof, the Government, Customer, or Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this Contract, shall have the right to require Seller (1) at no increase in any target price or if it is established, the total final price of this Contract, to correct or replace the defective or nonconforming Supplies; provided, that the Contracting Officer or Buyer may require a reduction in any target price, or if it is established, the total final price Supplies at the original point of delivery or at Seller's plant at the Contracting Officer's or Buyer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between Seller and Buyer, if Seller fails to meet such delivery schedule, or (2) within a reasonable time after receipt by Seller of notice of defects or nonconformance, to repay such portion of the Contract as is equitable under the circumstances if the Contracting Officer or Buyer elects not to require correction or replacement. When Supplies are returned to Seller, Seller shall bear the transportation cost from the original point of delivery to Seller's plant and return to the original point when that point is not Seller's plant. If Seller fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer or Buyer may authorize in writing) after receipt of notice from the Contracting Officer or Buyer specifying such failure, the Government or Buyer shall have the right by contract or otherwise to replace or correct such Supplies and equitably reduce any target price or, if it is established, the total final price of this Contract.

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PRELIMINARY ACCEPTANCE (AT) (NAVSEA) (JAN 1983)

Upon satisfactory completion of the applicable trial requirements, each Vessel shall be preliminarily accepted.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government)
52.242-15 Alt I	STOP-WORK ORDER (AUG 1989) – Alternate I (APR 1984) (Applicable only if Stop Work order initiated by the Government)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

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

Section H - Special Requirements

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

[Modified by Buyer]

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

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

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

This clause only applies to purchase orders valued at \$500,000 or more.

(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.

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(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>

5252.227-9112 LOGISTICS SUPPORT REQUIREMENT (AT) (MAY 1998) [Modified by Buyer]

(a) This requirement applies whenever the Contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called "**repair parts**") for a ship component or item of equipment.

(b) With respect to ship components or equipments manufactured other than in the United States or Canada, Seller agrees that, in addition to any other data required by this Contract, it will furnish under this Contract sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to Seller and approved by the Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, "**sufficient data**" shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this Contract.

(c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to Buyer and Seller, and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, Seller shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(12) of the clause of this Contract entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227-7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

5252.243-9105 NOTIFICATION OF CHANGES (FT) - ALTERNATE I (JAN 1983) [Modified by Buyer]

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with Buyer or Seller. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this Contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Seller considers would constitute or would require a change to this Contract. The parties

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acknowledge that proper administration of this Contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer or Buyer, Seller shall notify Buyer's Procurement Representative of any conduct which Seller considers would constitute or would require a change to this Contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date Seller identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to Seller: (i) the date, nature, and circumstances of the conduct regarded as a change; (ii) the name, function, and activity of the individuals directly involved in or knowledgeable about such conduct; (iii) the identification of any documents and the substance of any oral communication involved in such conduct; (iv) the particular elements of contract performance for which Seller might seek an equitable adjustment under this requirement, including: (1) what ship(s) have been or might be affected by the potential change; (2) to the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change; (3) to the extent practicable, Seller's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and (4) what and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, Seller shall take no action to implement a potential change until advised by Buyer's Procurement Representative in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer to Buyer, in which case Seller shall conform therewith. Nothing in this paragraph (c) shall excuse Seller from proceeding with Contract Work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer to Buyer.

(d) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

5252.243-9113 OTHER CHANGE PROPOSALS (FT) (ALTERNATE I) (JAN 1990) [Modified by Buyer]

- (a) The Buyer's Procurement Representative may propose engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract, and may propose other changes within the general scope of this Contract as set forth below. The changes may also arise if proposed by the Government or Customer.
- (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 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).

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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 the Customer, 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 PNA's terms; however, there may be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when sup 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>

<https://www.acquisition.gov/dfars>

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):

<https://www.acquisition.gov> The following notes apply to the clauses incorporated by reference below.

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

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

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE NOTE	DATE
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52.202-1 DEFINITIONS

NOV 2013

No Note applies.

52.203-3 GRATUITIES

APR 1984

Note 3 applies in (c) and (d).

52.203-5 CONVENANT AGAINST CONTINGENT FEES

MAY 2014

Note 3 applies in (a).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

SEPT 2006

Applies if the Contract value exceeds \$150,000. No Note applies.

52.203-7 ANTI-KICKBACK PROCEDURES

MAY 2014

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.

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

MAY

2014

Note 3 applies to (b) and (c).

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

MAY 2014

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.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

OCT 2010

Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

OCT 2015

Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days.

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

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

APR 2014

EMPLOYEES OF WHISTLEBLOWER RIGHTS

No Note applies.

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52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER
MAY 2011

Note 3 applies to (b).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS
OCT 2015

Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer can fulfill its reporting obligations under this clause. No Note applies.

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

No note applies.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES NOV 2021

Note 3 applies.

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT AUG 2020

Notes 3 and 6 apply.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
OCT 2015

Applies if this Contract exceeds \$35,000 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.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS JUL 2013

No Note applies.

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

Note 3 applies.

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) APR 2014

No Note applies.

52.211-5 MATERIAL REQUIREMENTS
AUG 2000

Note 2 applies to (d) and (e).

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52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

APR 2008

No Note applies.

52.215-2 AUDIT AND RECORDS—NEGOTIATION

OCT 2010

Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.

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

AUG 2011

Applies if submission of certified cost or pricing data is required. Note 4 applies.
Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.

**52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—
MODIFICATIONS**

AUG 2011

Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies.
Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA

OCT 2010

Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS

OCT 2010

Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS

OCT 2010

Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.

**52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)
OTHER THAN PENSIONS**

JUL 2005

Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.

52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES

OCT 1997

Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.

**52.215-20 REQUIREMENTS FOR CERTIFIED COST REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA**

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OCT 2010

Note 5 applies.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS

OCT 2010

Note 5 applies.

52.215-21 Alt II REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

OCT 1997

Note 5 applies.

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES JUN 2020

Applies if subcontract value is in excess of \$750,000. Note 2 applies.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

OCT 2014

The plan should be provided to Buyer. Does not apply to small businesses.

52.219-9 Dev SMALL BUSINESS SUBCONTRACTING PLAN

OCT 2014

Applies if value of Contract equals or exceeds \$650,000 except the clause does not apply if Seller is a small business concern. Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS

JUL 1990

Note 5 applies.

52.222-3 CONVICT LABOR

JUN 2003

No Note applies.

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

MAY 2014

Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES

FEB 2016

Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000

MAY 2014

Applies when Contract exceeds or may exceed \$15,000. No Note applies.

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52.222-21 PROHIBITION OF SEGREGATED FACILITIES

FEB 1999

No Note applies.

52.222-26 EQUAL OPPORTUNITY

APR 2015

Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

JUL 2014

Applies to Contract with value of \$100,000 or more.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

JUL 2014

Applies if Contract value equals or exceeds \$15,000. No Note applies.

52.222-37 EMPLOYMENT REPORTS ON VETERANS

FEB 2016

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.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

DEC 2010

No Note applies.

52.222-50 COMBATING TRAFFICKING IN PERSONS

MAR 2015

Note 5 applies except in (e) where Note 4 applies.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

OCT 2015

Applies if this Contract exceeds \$3,500. No Note applies.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN 1997

Note 5 applies.

52.223-6 DRUG-FREE WORKPLACE

MAY 2001

Note 5 applies except Note 4 applies in (d).

52.223-11 OZONE-DEPLETING SUBSTANCES

MAY 2001

Applies if the Contract Work was manufactured with or contains ozone-depleting substances. No Note applies.

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52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS

MAY 1995

No Note applies.

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

AUG 2011

No Note applies.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

JUN 2008

No Note applies.

52.227-1 AUTHORIZATION AND CONSENT

DEC 2007

No Note applies. Government and Contracting Officer remain unchanged.

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

DEC 2007

Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).

52.227-10 FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER

DEC 2007

Applies if the Contract Work or any patent application may cover classified subject matter. Note 5 applies to (a), (b) and (c).

52.230-2 COST ACCOUNTING STANDARDS

OCT 2015

Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS

JUN 2010

Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.

52.232-20 LIMITATION OF COST

APR 1984

No Note applies.

52.232-22 LIMITATION OF FUNDS

APR 1984

Note 2 applies to (c), (d), (e), (f)(2), (h) and (i). Note 1 applies to (k).

52.232-23 ASSIGNMENT OF CLAIMS

MAY 2014

Note 2 applies for (c).

52.232-39 Unenforceability of Unauthorized Obligations

JUN

2013

No Note applies.

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52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS

DEC 2013

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.

52.233-3 PROTEST AFTER AWARD

AUG 1996

Note 2 applies except in (e) where Note 3 applies.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

OCT 2004

No Note applies.

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III

DEC 1994

Note 5 applies to (b).

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS

APR 1984

Note 5 applies to (a)(2).

52.242-3 PENALTIES FOR UNALLOWABLE COSTS

MAY 2014

No Note applies.

52.242-13 BANKRUPTCY

JUL 1995

Note 2 applies.

52.243-1 CHANGES—FIXED PRICE

AUG 1987

Note 2 applies.

52.243-1 ALT 1 CHANGES—FIXED PRICE (AUG 1987) ALT I

APR 1984

Note 7 applies.

52.243-1 ALT II CHANGES – FIXED PRICE (AUG 1987) ALT II

APR 1984

Note 7 applies.

52.243-2 CHANGES – COST-REIMBURSEMENT

AUG 1987

Note 2 applies.

52.243-2 ALT I CHANGES- COST REIMBURSEMENT (AUG 1987) – ALT I

APR 1984

Note 7 applies.

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52.243-2 ALT II CHANGES—COST REIMBURSEMENT (AUG 1987) ALT II

APR 1984

Note 7 applies.

52.243-6 CHANGE ORDER ACCOUNTING

APR 1984

No Note applies. The Contracting Officer remains unchanged and refers to the Government's Contracting Officer.

52.244-2 SUBCONTRACTS

OCT 2010

Note 5 applies. Buyer acts as the intermediary for the Government.

52.244-5 COMPETITION IN SUBCONTRACTING

DEC 1996

No Note applies.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

FEB 2016

No note applies.

52.245-1 GOVERNMENT PROPERTY

APR 2012

Note 5 applies.

52.245-9 USE AND CHARGES

APR 2012

Note 5 applies.

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS

JUN 2003

No Note applies.

52.247-68 REPORT OF SHIPMENT (REPSHIP)

FEB 2006

Note 5 applies.

52.248-1 VALUE ENGINEERING

OCT 2010

Applies if the Contract value exceeds \$150,000; Note 5 applies.

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

APR 2012

Clause is applicable when Government terminates the Prime Contract.

52.249-6 TERMINATION (COST-REIMBURSEMENT)

MAY 2004

Clause is applicable when Government terminates the Prime Contract.

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52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

APR 1984

Clause is applicable when Government terminates the Prime Contract.

52.249-14 EXCUSABLE DELAYS

APR 1984

Note 2 applies to (b)(2) and Note 7 applies to (c).

52.251-1 GOVERNMENT SUPPLY SOURCES

APR 2012

No Note applies.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR 1984

No Note applies.

52.253-1 COMPUTER GENERATED FORMS

JAN 1991

No Note applies.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

DEC 1991

No Note applies.

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

SEPT 2011

No Note applies.

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE

DEC 2008

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

No Note applies.

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL

DEC 2012

No Note applies.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

JAN 2015

No Note applies.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

NOV 2011

Note 5 applies.

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252.204-7000 DISCLOSURE OF INFORMATION

AUG 2013

Note 5 applies.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

APR 1992

No Note applies.

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES

NOV 2001

No Note applies.

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS

DEC 2015

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION

OCT 2016

Note 4 applies.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT

DEC 2015

Note 7 applies.

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS DEC 2015

No note applies.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS

DEC 1991

No Note applies.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

OCT 2015

Note 5 applies for (b).

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS

MAY 2006

NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS

No Note applies.

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS,

DEC 1991

DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS

Rev 2023.05

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No Note applies.

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION

DEC 2013

No Note applies.

252.215-7000 PRICING ADJUSTMENTS

DEC 2012

No Note applies.

252.223-7004 DRUG FREE WORK FORCE

SEP 1988

No Note applies.

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM

JUN 2013

Note 2 applies for (b.)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

DEC 2012

No Note applies.

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD

OCT 2010

Note 5 applies.

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)

252.225-7007 PROHIBITION ON ACQUISITION OF US MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES

SEP 2006

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING

OCT 2014

SPECIALTY METALS

Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

FEB 2013

No Note applies.

252.225-7013 DUTY-FREE ENTRY – BASIC (NOV 2014)

NOV 2014

Note 5 applies.

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252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS

JUN 2005

No Note applies.

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS

JUN 2011

No Note applies.

252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN

DEC 2009

No Note applies.

252.225-7021 TRADE AGREEMENTS—BASIC

OCT 2015

No Note applies.

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS

DEC 2009

Note 5 applies for (d).

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS

APR 2003

No Note applies.

252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENT- BALANCE OF PAYMENTS – BASIC

NOV 2014

No Note applies.

252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS

JUN 2005

252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS

JUN 2005

No Note applies.

252.225-7048 EXPORT-CONTROLLED ITEMS

JUN 2013

No Note applies.

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNEDECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

SEP 2004

Applies if this Contract exceeds \$500,000. Note 5 applies.

252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS

FEB 2014

PLASAN NORTH AMERICA SUPPLEMENTAL TERMS & CONDITIONS

Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION

FEB 2014

Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.

252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS

FEB 2014

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

252.227-7015 ALT I TECHNICAL DATA COMMERCIAL ITEMS (FEB 2014) ALT I

DEC 2011

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

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION

JAN 2011

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

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

JAN 2011

Note 5 applies.

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE

SEP 2011

Note 4 and Note 7 apply. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS

MAY 2013

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

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

APR 1988

No Note applies.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT JUN 1995

Note 5 applies.

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252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT

MAR 2000

Note 5 applies. The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

JUN 2013

Note 5 applies. The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES

DEC 1991

No Note applies.

252.232-7010 LEVIES ON CONTRACT PAYMENTS

DEC 2006

Note 2 applies.

252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM

NOV 2014

No Note applies.

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

JAN 2008

Note 5 applies.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM

MAY 2011

No Note applies.

252.242-7005 CONTRACTOR BUSINESS SYSTEMS

FEB 2012

Note 5 applies.

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION

FEB 2012

Note 5 applies.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS

DEC 1991

Note 5 applies.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT

DEC 2012

Note 5 applies.

PLASAN NORTH AMERICA SUPPLEMENTAL TERMS & CONDITIONS

252.244-7000 SUBCONTRACTORS FOR COMMERCIAL ITEMS

JUN 2013

No Note applies.

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION May 2014

Notes 3 & 6 apply.

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY

APR 2012

No Note applies.

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY

APR 2012

Note 5 applies.

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION APR 2012

No note applies.

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL MAR 2015

Note 5 applies.

252.246-7001 WARRANTY OF DATA

MAR 2014

Note 5 applies.

252.246-7001 ALT 1 WARRANTY OF DATA (MAR 2014) (ALT I)

MAR 2014

Note 5 applies.

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES

JUN 2013

Note 5 applies.

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

AUG 2016

Notes 3 and 6 apply.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

APR 2014

Note 5 applies.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

MAR 2000

Note 5 applies.

PLASAN NORTH AMERICA SUPPLEMENTAL TERMS & CONDITIONS

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

OCT 2015

Note 5 applies.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES

AUG 2012

Note 5 applies.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FT) (APR 1984) ALTERNATE II (DEVIATION)

[Modified by Buyer]

Modify the clause as follows: At the end of paragraph (b), add the following:

“In addition to its other remedies, the Government or Buyer may, by contract or otherwise, with respect to work terminated as permitted in this clause, proceed with the completion of the Supplies at such plant or plants, including that of Seller, as may be designated by the Contracting Officer or Buyer. If the other Supplies are to be completed at Seller’s plant, the Government or Buyer may use all tools, machinery, facilities and equipment of Seller determined by the Contracting Officer or Buyer to be necessary for that purpose. The Government or Buyer shall also have the right, in the event performance is completed at Seller’s plant, to procure any additional Supplies, tools, machinery, facilities, and equipment that are necessary to complete the Supplies. If the cost to the Government or Buyer of completing the Supplies or procuring Supplies similar to those terminated (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for such Supplies under this contract (after adjusting such price on account of changes in the plans and specifications made prior to the date of termination), Seller, or its surety, if any, shall be liable for such excess.”

- (a) In the first sentence of paragraph (c), after the word “costs”, insert the phrase “or other damages.”

In the first sentence of paragraph (e), after the word “title”, insert the phrase “(insofar as not previously transferred).”