**ADDITIONAL PROVISIONS FOR ORDERS ISSUED PURSUANT TO THE LCS PLANNING YARD SERVICES   
PRIME CONTRACT NO. N00024-19-C-4313**

**INGALLS SHIPBUILDING DIVISION SUPPLEMENT**

***(This document is to be used in conjunction with Huntington Ingalls Incorporated form SBF P9328, GENERAL PROVISIONS FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS, or form SBF P9482, GENERAL PROVISIONS FOR ORDERS FOR COMMERCIAL ITEMS ACQUIRED UNDER U.S. GOVERNMENT CONTRACTS, for Orders issued by the Ingalls Shipbuilding division.)***

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1. **REFUNDS (SPARES AND SUPPORT EQUIPMENT).**  [**(back to top)**](#_top)
   1. In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, Seller agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.
   2. For purpose of this clause, the intrinsic value of an item is defined as follows:
      1. If the item is one that is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.
      2. If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.
   3. At any time up to two years after delivery of a spare part or item of support equipment, Buyer may notify Seller that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.
   4. If notified in accordance with subparagraph C above, Seller agrees to enter into good faith negotiations with Buyer to determine if, and in what amount, Buyer is entitled to a refund.
   5. If agreement pursuant to subparagraph D above cannot be reached, and Buyer’s return of the new or unused item to the Seller is practical, the Buyer, subject to the Seller’s agreement, may elect to return the item to Seller. Upon return of the item to its original point of Buyer acceptance, Seller shall refund in full the price paid. If no agreement pursuant to subparagraph D above is reached, and return of the item by the Buyer is impractical, Buyer may, issue a final decision on the matter, subject to the Disputes Clause.
   6. Seller will make refunds, as required under this clause, in accordance with instructions from Buyer.
   7. Seller shall not be liable for a refund if Seller advised Buyer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or items, if any, that can meet the requirements.
   8. This clause does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This clause also does not apply to any spare part or item of support equipment with a unit price in excess of $100,000; or in excess of $25,000 if Seller submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.
2. **ACCESS TO VESSELS BY NON-U.S. CITIZENS.** [**(back to top)**](#_top)
   1. No person not known to be a U.S. Citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. Seller shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect as of September 14, 2012.
   2. If Seller desires to employ non-U.S. citizens in the performance of work under this Order that requires access as specified in subparagraph A of this requirement, approval of the Contracting Officer under the Prime Contract must be obtained prior to access. To request such approval for non-U.S. citizens of friendly countries, Seller shall submit to Buyer, an Access Control Plan (ACP) that shall contain as a minimum, the following information:
      1. Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on Buyer’s facilities and when performing work aboard ship.
         1. Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
         2. Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulation and instructions.
         3. A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
         4. A badge or pass check must be performed at all points of entry to the Buyer’s facilities or by a site supervisor for work performed on vessels outside Buyer’s plant.
      2. Seller’s plan for ascertaining citizenship and for screening employees for security risk.
      3. Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
      4. Seller’s plan for ensuring subcontractor compliance with the provisions of the Seller’s ACP.
      5. These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict Seller in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
   3. To request approval for non-U.S. citizens of hostile and/or communist- controlled countries (Listed in Department of Defense Industrial Security Manual, COC 5220.22M or available from cognizant CAO), Seller shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Seller, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP’s for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Seller must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.
   4. Seller shall fully comply with approved ACPs. Noncompliance by Seller or its subcontractors serves to cancel any authorization previously granted, in which case Seller shall be precluded from the continued use of non-U.S. citizens on this Order until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government’s interests are protected. Further, the Government and Buyer reserve the right to cancel previously granted authority when such cancellation is determined to be in the Government’s or Buyer’s best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this Order may be terminated.
   5. Seller shall have full responsibility for the proper administration of the approved ACP for all work performed under this Order, regardless of the location of the vessel, and must ensure compliance by all of its subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
   6. In the event Seller does not intend to employ non-U.S. citizens in the performance of the work under this Order, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel’s equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
   7. The same restriction as in paragraph (f) above applies to other than non-U.S. citizens who have access to the Buyer’s facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).
   8. An ACP that has been approved for specific Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair (ABR) or Basic Ordering Agreement (BOA), is valid and applicable to all job orders awarded under that agreement.
3. **ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS.** [**(back to top)**](#_top)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government or Buyer for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this order, Seller shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions (DIDs) of the contract or as required by orders for spare and repair parts. Buyer shall be responsible for conveying to Seller such NSNs or preliminary NSNs that may be assigned and that are not already in the possession of Seller.

1. **EXTENSION OF COMMERCIAL WARRANTY.** [**(back to top)**](#_top)

Seller shall extend to Buyer and the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to Buyer and the Government. Seller shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Buyer’s or Government’s rights under the “Inspection” clause, nor does it limit the Government’s rights with regard to other terms and conditions of this Order. In the event of a conflict, the terms and conditions of this Order shall take precedence over the standard commercial warranty.

1. **MARKING AND PACKING LIST(S).**  [**(back to top)**](#_top)
   * + 1. Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
       2. Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by Seller with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
       3. Master Packing List. In addition to the requirements in subparagraph B above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
       4. Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

1. **IDENTIFICATION MARKING OF PARTS**. [**(back to top)**](#_top)

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.

1. **PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS.**  [**(back to top)**](#TOP_of_TOC)
   1. The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this Order for review, approval or otherwise, shall be accomplished in accordance with the following:
      1. DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006;
      2. Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of the Prime Contract; and
      3. “Government Printing and Binding Regulations,” published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of the Prime Contract.
   2. Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this Order, or (3) are normally supplied for commercial equipment, shall be provided by Seller. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Seller is prohibited.
   3. Seller shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this Order (whether prepared by Seller or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Buyer is located, in accordance with the following general procedures:
      1. Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD) by Seller or a subcontractor, Seller shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding that shall include:
         1. Citation of Prime Contract number;
         2. Security classification of materials to be printed;
         3. Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;
         4. Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
         5. A check-off list to verify the printing sequence of test pages and foldouts in the form prescribed by DLA Document Services;
         6. Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
         7. Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
         8. Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (Seller shall provide an address list and addressed mailing labels for each addressee.)
         9. Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.
      2. Seller shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.
      3. For steam and electrical plant composite diagrams, Seller shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services will prepare the color separation negatives for the composite diagram and return those to Seller for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.
      4. DLA Document Services will furnish or provide for all supplies and services (including binders) that are necessary to accomplish the printing and binding.
      5. DLA Document Services will pack and ship or provide for packing and shipping of the printed material to Seller and the distribution list furnished by Seller in accordance with the printing order, unless distribution by Seller is otherwise required by the terms of this Order, the specifications, or otherwise, in which case the printed and bound publications will be returned to Seller for distribution.
      6. DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.
      7. In establishing the schedule for printing, Seller shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

Minimum number of working  
Printing days required by DLA Document Services

Up to 200 Pages 30  
201 pages to 400 pages inclusive 40  
401 pages to 600 pages inclusive 50  
601 pages and over 60

1. If DLA Document Services exceeds the delivery requirements established in accordance with subparagraph C(i)(3) for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that Seller requests such extensions, in writing, to the Buyer’s Contracting Officer and submits with its request sufficient evidence to enable the Buyer’s Contracting Officer to determine the validity of Seller’s request. If performance of all or part of the work under this Order is delayed or interrupted by said late shipment by DLA Document Services, and if the Government makes an adjustment to the Prime Contract pursuant to the “GOVERNMENT DELAY OF WORK” (FAR 52.242-17) clause of the Prime Contract, Buyer shall make an appropriate adjustment to this Order.

E. Seller shall not be responsible for the quality, or quality control, of printing performed by DLA Document Services or a printer under contract to DLA Document Services, and if the Government shall reimburse the Buyer for any costs incurred on account of replacement of material lost or damaged by DLA Document Services or a printer under contract to DLA Document Services, Buyer will likewise reimburse Seller. If such loss or damage of material causes a delay or interruption of performance of all or any part of the work under this Order, an adjustment shall be made pursuant to this Order if the Prime Contract is adjusted pursuant to the “GOVERNMENT DELAY OF WORK” clause of the Prime Contract.

F. The costs of printing, binding, packing and distribution by DLA Document Services of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing and the costs of transporting or shipping such materials to DLA Document Services or a contract printer designated by DLA Document Services) shall be borne by Buyer on behalf of the Government.

G. Buyer agrees to cooperate with Seller to ensure compliance with this clause.

1. **GOVERNMENT SURPLUS PROPERTY.** [**(back to top)**](#_top)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this Order unless (i) such property is specifically identified in this Order or (ii) is approved in writing by Buyer and the Government. Notwithstanding any such identification in this Order or approval by Buyer and the Government, Seller agrees all items or components described in this Order shall comply in all respects with the specifications contained herein.

1. **STANDARDIZATION.** [**(back to top)**](#_top)

A. In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for Seller to replace equipment (*e.g*., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, Seller shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

B. The Virtual Shelf items are to be applied if they meet Order requirements. The Virtual Shelf is a repository of Total Ownership Cost (TOC) preferred Common designs. NAVSEA Commonality Program identified HM&E equipment/components for the Virtual Shelf that meet cross platform requirements and specifications and provide superior TOC. Information to gain access to the Virtual Shelf is located on the following web site: <http://acc.dau.mil/commonality>. Some equipment listed on the Virtual Shelf may have supporting commodity contracts. For the Virtual Shelf Items supported by commodity contracts, a supporting commodity contract will appear in the HM&E corridor of the DoD EMall (<https://dod-emall.dla.mil/acct/welcome.action>). These contracts include provisions for direct contractor orders against the contracts. Seller will contact Buyer and request instructions to register to place orders through the DoD EMall. When Shelf items are available that meet all contract requirements, Seller shall design, plan, procure and install according to Shelf guidance. If Shelf items are available and Seller intends to use a design other than that on the Shelf, Seller shall request a deviation from the Shelf in accordance with SDRL and configuration management procedures specified elsewhere in this Order.

C. For Seller Furnished HM&E equipment that meet Order requirements, have an APL assigned and meet at least one of the following requirements, only a Statement of Prior Submission (SPS) is required. The SPS will be prepared in accordance with NAVSEA Standard Items 009-19.

1. Are in use on current ships of the LCS Ship class and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
2. Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
3. Have the same form, fit, function of the equipments and components on current ships of the LCS Ship class.

D. For HM&E equipment that meet Order requirements and have no assigned APL (non-standard equipment), or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) A, B, & C.

E. For non-standard HM&E equipment that does not meet the requirements of paragraph B above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Seller’s technical manual efforts and the requirements of CDRL Exhibit(s) A, B, & C.

1. **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT.** [**(back to top)**](#TOP_of_TOC)

A. The higher-level quality standard of ANSI/ISO/ASQ 9001-2015 shall apply to this Order –

(1) If this Order is for critical and complex items (see FAR 46.203(b) and (c)); or

(2) when the technical requirements of this Order 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.

B. If paragraph A is applicable to this Order, then Seller shall include applicable requirements of the higher-level quality standard listed in paragraph A of this provision and shall flow down such standards, as applicable, to lower-tier subcontracts.

1. **CALIBRATION SYSTEM REQUIREMENTS.** [**(back to top)**](#TOP_of_TOC)

The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

1. **COST OF QUALITY DATA.** [**(back to top)**](#TOP_of_TOC)

Seller shall maintain and use quality cost data as a management element of its quality program. The data to be maintained and used shall include the costs associated with the prevention and correction of defects. Data on the cost of failures must include all labor and material costs of rework. These data shall, on request, be identified and made available for “on site” review by Buyer or the Government.

1. **INSPECTION AND TEST RECORDS.** [**(back to top)**](#TOP_of_TOC)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

1. **QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION.** [**(back to top)**](#TOP_of_TOC)

Seller's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

A. All deliverable software

B. All deliverable software that is included as part of deliverable hardware or firmware.

C. Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

D. Commercially available, reusable, or Government software designated as part of a deliverable item.

1. **QUALITY MANAGEMENT SYSTEM REQUIREMENTS.** [**(back to top)**](#TOP_of_TOC)

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

1. **DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT.** [**(back to top)**](#TOP_of_TOC)

A. For the purposes of this Order requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or Buyer and (2) any act or omission to act on the part of Buyer or the Government in respect of which a request is made for equitable adjustment.

B. Whenever Seller requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever Seller requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of Buyer or the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Seller, are to be listed for later disposition;

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

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

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

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

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

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

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Buyer or Government act or omission and the claimed consequences therefor, cross‑referenced to the detailed information provided as required above; and

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

C. Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this Order shall, in addition to the information required by paragraph B hereof, contain such information as Buyer may require with respect to each individual claim item.

D. It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph B above. Accordingly, Seller is required to set forth in its proposal information only with respect to those factors that are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph C of this requirement, with the information submitted pursuant to paragraph B hereof.

1. **FAR/DFARS - PROVISIONS INCORPORATED BY REFERENCE.** [**(back to top)**](#_top)
   1. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text, and supersede and replace all FAR and DFARS clauses incorporated by reference in the Section titled FAR/DFARS CLAUSES/PROVISIONS in Buyer’s Form SBF P9328, General Provisions for Orders under U.S. Government Contracts, or Form SBF P9482, General Provisions For Orders For Commercial Items Acquired Under U.S. Government Contracts, as applicable.
   2. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, 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.
   3. Applicable thresholds include Truthful Cost and Pricing Data (formerly known as TINA) threshold at $2,000,000; Simplified Acquisition Threshold (SAT) at $250,000; and Micro Purchase Threshold at $10,000.
   4. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the “Disputes clause,” the dispute shall be disposed of in accordance with the provision entitled “Disputes” in this Order.
   5. The full text of a clause may be accessed electronically at <http://farsite.hill.af.mil>.

| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
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| **FAR** | **Federal Acquisition Regulation** |  |
| 52.202-1 | Definitions  *(“solicitation” means the Buyer’s customer’s solicitation under which the Order is issued)* | (Nov 2013) |
| 52.203-3 | Gratuities  *(“Government” means “Buyer” (except “Government” means “Buyer or Govern­ment” in the phrase “to any officer or employee of the Government”))*. | (Apr 1984) |
| 52.203-6\* | Restrictions on Subcontractor Sales to the Government  *(applies to Orders over Simplified Acquisition Threshold (SAT)) (Alt 1 applies to commercial items)* | (Sep 2006) |
| 52.203-7\* | Anti-Kickback Procedures  *(applies to Orders over SAT) (Alt 1 applies to commercial items)* | (May 2014) |
| 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  *(applies to Orders over $150,000)* | (Oct 2010) |
| 52.203-13\* | Contractor Code of Business Ethics and Conduct  *(applies to Orders over $5,500,000 and has a performance period of more than 120 days. Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract under which this subcontract is being issued, with a copy to the Contracting Officer of the prime contract.)* | (Oct 2015) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights *(applies to Orders over the SAT)* | (Apr 2014) |
| 52.203-19\* | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | (Jan 2017) |
| 52.204-2\* | Security Requirements  *(applies to Orders that involve access to classified information, delete para. (c))* | (Aug 1996) |
| 52.204-9\* | Personal Identity Verification of Contractor Personnel *(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)* | (Jan 2011) |
| 52.204-10 | Reporting Executive Compensation and First-tier Subcontract Awards *(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)* | (Oct 2018) |

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| 52.204-21\* | Basic Safeguarding of Covered Contractor Information  Systems | (Jun 2016) |
| 52.204-23\* | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | (Jul 2018) |
| 52.204-24 | Representation Regarding Certain Telecommunications and  Video Surveillance Services or Equipment | (Aug 2020) |
| 52.204-25\* | Prohibition on Contracting for Certain Telecommunications  and Video Surveillance Services or Equipment | (Aug 2020) |
| 52.204-27\* | Prohibition on a Bytedance Covered Application | (Jun 2023) |

| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
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| 52.209-6\* | Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment  (*applies to Orders that exceed $35,000, except COTS items)* | (Oct 2015) |
| 52.211-5 | Material Requirements | (Aug 2000) |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data – Modifications | (Aug 2011) |
| 52.215-13\* | Subcontractor Certified Cost or Pricing Data – Modifications  *(applies to Orders over the TINA threshold)* | (Oct 2010) |
| 52.215-14\* | Integrity of Unit Prices and Alt I (Oct 1997)  *(applies to Orders over the SAT threshold, delete paragraph(b))* | (Oct 2010) |
| 52.215-15\* | Pension Adjustments and Asset Reversions  *(applies to Orders over the TINA threshold)* | (Oct 2010) |
| 52.215-18\* | Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (*applies to Orders over the TINA threshold)* | (Jul 2005) |
| 52.215-19\* | Notification of Ownership Changes | (Oct 1997) |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (*including Alt II)* | (Oct 2010) |
| 52.215-23\* | Limitation on Pass-Through Charges  (*applies to Orders over the TINA threshold) (ALT I)* | (Oct 2009) |
| 52.216-7 | Allowable Cost and Payment | (Aug 2018) |
| 52.219-8\* | Utilization of Small Business Concerns  *(applies to Orders over the SAT threshold except for personal services or performed entirely outside United States)* | (Oct 2018) |
| 52.219-9\* | Small Business Subcontracting Plan (Deviation 2018-O0018) | (Aug 2018) |
| 52.222-19 | Child Labor - Cooperation with Authorities and Remedies  (*except paragraph (a)*) | (Jan 2018) |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 | (May 2014) |
| 52.222-21\* | Prohibition of Segregated Facilities | (Apr 2015) |
| 52.222-26\* | Equal Opportunity | (Sep 2016) |
| 52.222-35\* | Equal Opportunity for Veterans  *(applies to Orders of $150,000 or more)* | (Oct 2015) |
| 52.222-36\* | Affirmative Action for Workers with Disabilities  *(applies to Orders over $15,000)* | (Jul 2014) |
| 52.222-37\* | Employment Reports on Veterans  *(applies to Orders of $150,000 or more)* | (Feb 2016) |
| 52.222-40\* | Notification of Employee Rights Under the National Labor Relations Act | (Dec 2010) |
| 52.222-50\* | Combating Trafficking in Persons | (Jan 2019) |
| 52.222-54\* | Employment Eligibility Verification | (Oct 2015) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | (May 2011) |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons | (Jun 2016) |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | (Aug 2011) |
| 52.225-1 | Buy American – Supplies | (May 2014) |
| 52.225-13 | Restrictions on Certain Foreign Purchases | (Jun 2008) |
| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
| 52.227-1\* | Authorization and Consent  (*applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)* | (Dec 2007) |
| 52.227-2\* | Notice and Assistance Regarding Patent and Copyright Infringement  *(applies to Orders over the SAT threshold)* | (Dec 2007) |
| 52.230-2\* | Cost Accounting Standards (CAS) *(applies to negotiated Orders over $2,000,000 with CAS covered Sellers, except paragraph “(b)”)* | (Oct 2015) |
| 52.230-6\* | Administration of Cost Accounting Standards  *(applies to Orders over $2,000,000 with CAS covered Sellers)* | (Jun 2010) |
| 52.232-17 | Interest | (May 2014) |
| 52.232-20 | Limitation of Cost | (Apr 1984) |
| 52.232-22 | Limitation of Funds (*applies to* *cost-reimbursement Orders that are incrementally funded* ) | (Apr 1984) |
| 52.232-40\* | Providing Accelerated Payments to Small Business Subcontractors (*applies to Orders with small business concerns)* | (Dec 2013) |
| 52.237-2 | Protection of Government Buildings, Equipment and Vegetation (applies to both Buyer’s and its customer’s property | (Apr 1984) |
| 52.242-3 | Penalties for Unallowable Costs (*applies to* *cost-reimbursement Orders only)* | (May 2014) |
| 52.242-13 | Bankruptcy | (Jul 1995) |
| 52.243-2 | Changes – Cost Reimbursement – Alt II | (Aug 1987) |
| 52.244-6\* | Subcontracts for Commercial Items | (Jan 2019) |
| 52.245-1 | Government Property  (*excluding any warranty of suitability/serviceability contained in para. (d)(2) and (d)(2)(iii)*) | (Jan 2017) |
| 52.247-63\* | Preference for U.S. Flag Air Carriers | (Jun 2003) |
| 52.248-1\* | Value Engineering  *(applies to Orders of $150,000 or more 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.”* ) | (Oct 2010) |
| 52.249-6 | Termination (Cost Reimbursement) | (May 2004) |
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| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
| **DFARS** | **Defense Federal Acquisition Regulation Supplement** |  |
| 252.203-7001\* | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (*applies to Orders over the SAT threshold except commercial items*) | (Dec 2008) |
| 252.203-7002\* | Requirement to Inform Employees of Whistleblower Rights | (Sep 2013) |
| 252.203-7003 | Agency Office of the Inspector General | (Dec 2012) |
| 252.203-7004\* | Display of Hotline Posters | (Oct 2016) |
| 252.204-7000 | Disclosure of Information | (Oct 2016) |
| 252.204-7003 | Control of Government Personnel Work Product | (Apr 1992) |
| 252.204-7005 | Oral Attestation of Security Requirements | (Nov 2001) |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | (Dec 2015) |
| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
| 252.204-7012\* | Safeguarding Covered Defense Information and Cyber Incident Reporting | (Oct 2016) |
| 252.204-7015\* | Notice of Authorized Disclosure of Information for Litigation Support | (May 2016) |
| 252.211-7003 | Item Unique Identification and Valuation | (Mar 2016) |
| 252.211-7006 | Passive Radio Frequency Identification | (Mar 2018) |
| 252.211-7007 | Reporting of Government-Furnished Property | (Aug 2012) |
| 252.219-7003\* | Small Business Subcontracting Plan (DOD Contracts) | (Dec 2018) |
| 252.219-7004 | Small Business Subcontracting Plan (Test Program)  (*supplements FAR 52.219-9 above*) | (Apr 2018) |
| 252.222-7006\* | Restrictions on the Use of Mandatory Arbitration Agreements *(applies to Orders over $1,000,000, except commercial items)* | (Dec 2010) |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada – Submission After Award  (*applies to Orders over $700,000 and could be perform in United States or Canada*) | (Oct 2015) |
| 252.225-7007\* | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies | (Dec 2018) |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals | (Mar 2013) |
| 252.225-7009\* | Restriction on Acquisition of Certain Articles Containing Specialty Metals | (Oct 2014) |
| 252.225-7012 | Preference for Certain Domestic Commodities  (*applies to Orders over the SAT threshold*) | (Dec 2017) |
| 252.225-7016\* | Restriction on Acquisition of Ball And Roller Bearings  (*commercial items and items not containing ball or roller bearings are*  *exempt*) | (Jun 2011) |
| 252.225-7025\* | Restriction on Acquisition of Forgings  (*applies to forged items or items containing forged items*) | (Dec 2009) |
| 252.225-7033\* | Waiver of United Kingdom Levies | (Apr 2003) |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers  (*applies to Orders over the SAT*) | (Dec 2018) |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | (Jun 2015) |
| 252.225-7048\* | Export-Controlled Items | (Jun 2013) |
| 252.225-7980 | Contractor Personnel Performing in the United States Africa Command Area of Responsibility (Deviation 2016-O0008) | (Jun 2016) |
| 252.225-7993 | Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016) | (Sep 2015) |
| 252.225-7995 | Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004) | (Sep 2017) |
| 252.226-7001\* | Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns  (*applies to Orders exceeding $500,000*) | (Sep 2004) |
| 252.227-7013\* | Rights in Technical Data - Noncommercial Items | (Feb 2014) |
| 252.227-7014\* | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | (Feb 2014) |
| 252.227-7016\* | Rights in Bid or Proposal Information | (Jan 2011) |
| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
| 252.227-7019\* | Validation of Asserted Restrictions - Computer Software (*applies to Orders that will be furnishing computer software during performance of Order*) | (Sep 2016) |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information marked with Restrictive Legends | (May 2013) |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software | (Apr 1988) |
| 252.227-7030 | Technical Data – Withholding of Payment | (Mar 2000) |
| 252.227-7037\* | Validation of Restrictive Markings on Technical Data  (commercial items or components exempt) | (Sep 2016) |
| 252.231-7000 | Supplemental Cost Principles | (Dec 1991) |
| 252.234-7004\* | Cost and Software Data Reporting System – Basic | (Nov 2014) |
| 252.243-7002 | Requests for Equitable Adjustment | (Dec 2012) |
| 252.239-7001 | Information Assurance Contractor Training and Certification | (Jan 2008) |
| 252.239-7018 | Supply Chain Risk | (Feb 2019) |
| 252.244-7000\* | Subcontracts for Commercial Items (*supplements FAR 52.244-6*) | (Jun 2013) |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | (Apr 2012) |
| 252.245-7002 | Reporting Loss of Government Property | (Dec 2017) |
| 252.245-7003 | Contractor Property Management System Administration | (Apr 2012) |
| 252.245-7004 | Reporting, Reutilization, and Disposal | (Dec 2017) |
| 252.246-7008\* | Sources of Electronic Parts | (May 2018) |
| 252.247-7023\* | Transportation of Supplies by Sea | (Feb 2019) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea | (Mar 2000) |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction  (*applies to Orders at $700,000 or more when Seller is first-tier subcontractor or $150,000 or more for lower-tier subcontractor*) | (Oct 2015) |

\*Denotes mandatory flow down where applicable.