

## PURCHASE ORDER SUPPLEMENTAL FLOW DOWN REQUIREMENTS

This is a rated purchase order (DO-A3) certified for national defense use, and you are required to follow the provisions of the Defense Priorities and Allocations System Regulation (15 CFR PART 700). This rating must be passed down to all Lower-Tier Subcontractors). In addition to Buyer's terms and conditions of purchase, the following terms shall apply to purchase orders in support of the programs referenced above. In the event of conflict between Buyer's terms and conditions of purchase and these terms, these terms shall take precedence.

### 1. Intellectual Property Rights

Any design or engineering data only, in whatever form, that is produced by Seller under the order shall be considered a "work made for hire". In this regard, Seller agrees to assign, and does hereby assign, all rights, title and interest in and to all such design or engineering data produced under the order, including without limitation all intellectual property right in such design or engineering data. Further, whenever requested, Seller shall immediately execute a confirmatory assignment of any particular items of work performed under the order in such form as may be satisfactory to Buyer, sign all lawful papers and otherwise perform all acts necessary or appropriate to enable Buyer to obtain and enforce all available legal protections for all such work performed under the order. Notwithstanding anything else herein to the contrary, Buyer acknowledges and agrees that Seller may own certain know-how, trade secrets, plans, designs and construction information, processes, manufacturing techniques, discoveries, inventions and ideas, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and other engineering or technical information that is in existence prior to the date of the order, whether or not protected by law, subject to pending applications or otherwise ("**Pre-Existing Intellectual Property**"). To the extent that such Pre-Existing Intellectual Property is: (i) incorporated into the work performed under the order, and (ii) has expressly been identified to Buyer in writing prior to commencement of any services hereunder, then such Pre-Existing Intellectual Property shall remain the property of Seller. In such case, Seller grants to Buyer a royalty-free, non-exclusive, unrestricted, irrevocable, world-wide license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Pre-Existing Intellectual Property as may be necessary for Buyer to use the work performed under the order for the purposes for which such work was designed and intended, including Buyer's right to provide such PreExisting Intellectual Property as embedded in the final deliverables provided by Buyer to its Customer. Seller also grants to Buyer, its Customer, and the end-user of the vessel a limited use license to design, specifications, and relevant drawings but only for any purpose related to the operation, maintenance, conversion, modification and repair of vessels. Seller hereby grants to any subsequent purchasers of any of the vessels the same rights as are granted to Buyer and the original end-user under the order.

### 2. Counterfeit Electronic Parts Prevention

The following clause applies when Seller is providing deliverables with any Electronic Part.

Definitions:

Authentic – shall mean (A) genuine; (B) purchased from the OEM, OCM or through the Authorized Dealers of the OEM or OCM; and (C) manufactured by, or at the behest and to the standards of, the

manufacturer that has lawfully applied its name and trademark for that model/version of the material.

**Authorized Dealer** – A dealer or distributor that purchases directly from the OEM or OCM and is authorized or franchised by the OEM or OCM to sell or distribute the OEM's/OCM's products.

**Counterfeit Electronic Part** – An unlawful or unauthorized reproduction, substitution or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified Electronic Part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Electronic Parts represented as new, or the false identification of grade, serial number, lot, number, data code, or performance characteristics. This definition includes end items, components, subcomponents, parts, or assemblies that contain them.

**Electronic Part** – An integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode) or a circuit assembly, and also includes embedded software or firmware.

**Non-Franchised Source** – Any source that is not authorized by the OEM or OCM to sell its product lines. Non-Franchised Sources may also be referred to as brokers or independent distributors.

**Obsolete Electronic Part** – Any Electronic Part that is no longer in production by the OCM or OEM or an aftermarket manufacturer that has been provided express written authorization from the current design activity or OCM or OEM.

**OCM or OEM**– An organization that designs and/or engineers a part or equipment and is pursuing or has obtained the intellectual property rights to that part or equipment.

**Suspect Counterfeit Electronic Part** –A Suspect Counterfeit Electronic Part includes any Electronic Parts that Buyer becomes aware, or has reason to suspect, through credible evidence (including, but not limited to, visual inspection or testing) that provides reasonable doubt about whether the Electronic Part is Authentic. If any individual part from a lot is determined to be counterfeit or suspect counterfeit, or is an Obsolete Electronic Part or provided by a Non-Franchised Source, then the entire lot of parts will be considered to be suspect counterfeit.

**Terms and Conditions:**

Seller represents and warrants that only new and Authentic materials are used in Deliverables delivered to Buyer and that the Deliverables delivered contains no Counterfeit Electronic Parts. No material, part, or component other than a new and Authentic part is to be used unless approved in advance in writing by the Procurement Representative. To further mitigate the possibility of the inadvertent use of Counterfeit Electronic Parts, Seller shall only purchase Authentic parts/components directly from the OEMs, OCMs or through Authorized Dealers of the OEM/OCM. Seller represents and warrants that all parts/components delivered under the Order are traceable back to the OEM/OCM. Seller must maintain and make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non-Franchised Sources is not authorized unless first approved in writing by Buyer. Seller must present complete and compelling support for its

request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. The Procurement Representative's approval of Seller's request(s) does not relieve Seller's responsibility to comply with all Order requirements, including the representations and warranties in this paragraph.

Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and the Procurement Representative's approval before parts/components are procured from sources other than OEMs/OCMs or the OEM's/OCM's Authorized Dealers. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request.

Seller must maintain an acceptable Counterfeit Electronic Part detection and avoidance system that complies with DFARS 252.246-7007 (Contractor Counterfeit Electronic Part Detection and Avoidance System) and SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition.

If it is determined that Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts were delivered to Buyer by Seller, the Suspect Counterfeit Electronic Parts or Counterfeit Electronic Parts will not be returned to Seller or the supplier. Buyer reserves the right to quarantine any and all Suspect Counterfeit Electronic Parts it receives and to notify the Government Industry Data Exchange Program ("GIDEP") and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts and Seller assumes responsibility and liability for all costs associated with the delivery of Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts. The remedies in this Clause shall apply regardless of whether the warranty period or Guaranty Period has ended, and are in addition to any remedies available at law or in equity.

If the procurement of materials under the Order is pursuant to, or in support of, a contract, subcontract, or task order for delivery of goods or services to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with the Order may be punishable, as a federal felony, by up to 5 years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit goods or services, to include military goods or services, constitutes a federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars.

Seller shall flow the requirements of this Clause ("Counterfeit Electronic Parts Prevention") to its Suppliers at any tier who render performance or supplies to be used in support of the Order, even if Seller itself or its Suppliers are (i) exempt from Cost Accounting Standards; (ii) are a small business; or (iii) offer commercial items for Electronic Parts or assemblies containing Electronic Parts.

Seller agrees to provide records, including traceability records, to Buyer to substantiate Seller's compliance upon Buyer's request. Seller agrees to cooperate in good faith in the event Buyer or Buyer's customers have a need to audit Seller's compliance.

Seller agrees to maintain all necessary records related to Seller's compliance with this Clause for a minimum of 10 years after the Deliverables has been delivered.

### 3. Export Control Compliance and Cooperation Applicable to Contract Work

(a) Seller agrees to comply fully with all applicable laws and regulations of Seller's country and of the U.S. pertaining to the export of any hardware, software, technical data, technology or defense service, provided by, through or with the cooperation of the Buyer in the performance of this Purchase Order, whether in the U.S. or abroad. Applicable U.S. export control laws and regulations include but are not limited to the requirements of the Arms Export Control Act, 22 U.S.C. §§ 2751-2794 and 22 C.F.R. §§120-130 International Traffic in Arms Regulations ("ITAR") administered by the

U.S. Department of State (available at <http://pmdotc.state.gov/>); the Export Administration Act, 50 U.S.C. App. 2401-2420 and 15 C.F.R. §§ 730-774 Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce (available at <http://www.bis.doc.gov/>); and the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") Regulations, 31 C.F.R. Part 500-598 (available at <http://www.ecfr.gov/>). All aforementioned laws and regulations are herein referred to as "US Export Control Laws".

(b) If Seller is in the business of manufacturing, exporting, re-exporting and/or brokering U.S. Munitions List ("USML") items, Seller represents that it maintains registration with the U.S. Department of State, Directorate of Defense Trade Controls as may be required by ITAR Parts 122.1 and/or 129.3, respectively.

(c) To the extent applicable to the Contract Work, Seller shall obtain, and provide copies to Buyer of, all required export or re-export licenses, agreements or applicable license exemptions or exceptions required for Seller to use foreign classification or survey providers and to lawfully export or re-export any hardware, software, technical data, technology or, defense services. (d) To the extent applicable to the Contract Work, and for hardware, software, technical data, technology or defense services controlled by ITAR or EAR, Seller shall include Buyer and the foreign person or entity on Seller's U.S. export authorization if Seller desires Buyer to engage in export transactions directly with the foreign persons.

(e) Seller agrees that neither it nor any of its subsidiaries, affiliates or its Suppliers will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported, Buyer's hardware, software, technical data, technology or defense services in violation of the U.S. Export Control Laws or provisions and limitations of any applicable authorizations, licenses, exemptions or exceptions.

(f) All hardware, software, technical data, technology or defense services which Seller will provide to Buyer and which are controlled by U.S. Export Control Laws and/or regulations of the country of origin shall be appropriately labeled by Seller and shall include the relevant U.S. export classification number (e.g., United States Munitions List Category number, Export Control Classification Number, EAR99, etc.) to prevent unauthorized disclosure by Buyer.

(g) Seller may not subcontract a scope of work involving transfer of hardware, software, technical data, technology or defense services unless and until the export compliance provisions of this Clause (Export Control Compliance and Cooperation Applicable to Contract Work) have been provided in writing to the Supplier(s).

(h) 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. (i) Upon completion of its performance under the Purchase Order, Seller and its Suppliers shall destroy or return to Buyer all of Buyer's hardware, software, technical data or technology, which is controlled under the U.S. Export Control Laws.

(j) Seller shall notify Buyer immediately if Seller is denied an export license, or has a license or agreement revoked, or other adverse action related to export compliance relating to the Contract, 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.

(k) Seller shall notify Buyer of any material change in Seller's organization including a change name or address, acquisition or divestment of any subsidiary, or any sub-licensee, or merger with, or acquisition by another entity, whether U.S. or foreign, within 15 days of the event.

(l) Seller shall request of Buyer, 5 days in advance, in writing, any required access to the Facilities by any and all of Seller's employees, sub-licensee, its Suppliers or other agents, at any tier, and shall include in any such request, the name and citizenship/nationality, (or in the case of dual or third country citizenship/nationality, the countries of citizenship/nationality), of each such person. For the purposes of the Contract, the term "national" refers to an individual's place of birth, all citizenships and all lawful permanent residencies of any country. The request shall be in the form of a Visitor Authorization Letter ("VAL") in accordance with the Security and Access requirements on Buyer's website or as otherwise reasonably preferred by Buyer.

#### **C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)**

(a) Definitions. As used in this text:

*Article* means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

*Boundary of containment* means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

*Functional mercury* means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

*Hardware* means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

*Mercury-free* means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

*Portable* means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury

contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-0643000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

**C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019) [Modified]**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon NASSCO or the Government or their respective employees with respect to such data or software. A copy of the executed agreement shall be provided to the NASSCO Procurement Representative. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor 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 Contractor personnel except as authorized by the NASSCO

Procurement Representative; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

- (c) These restrictions on use and disclosure of the data and software also apply to information received from NASSCO or the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.
- (d) The Contractor agrees that it will promptly notify the NASSCO Procurement Representative of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

(End of text)

(End of text)

**C-227-H011 LOGISTICS SUPPORT REQUIREMENT (NAVSEA) (MAR 2019) [Modified]**

(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 equipment manufactured other than in the United States or Canada, in addition to any other data required by this contract, the Contractor agrees that 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 equipment have made arrangements, satisfactory to the Contractor 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 equipment has made arrangements, satisfactory to the Contractor and approved by the NASSCO Procurement Representative and the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, the Contractor shall include a clause in all subcontracts for the purchase of ship components or equipment from foreign sources, acceptable to the NASSCO Procurement Representative and 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 equipment.

(End of text)

**C-227-H015 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS – ALTERNATE I (NAVSEA)(JUL 2021) [Modified]**

The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) John Lewis (T-AO 205) Class Fleet Replenishment Oiler, T-AO Fleet Oiler, "T-AO", "T-AO 205" (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a contract or subcontract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(End of text)

**C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018) [Modified]**

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item to the NASSCO Procurement Representative. 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 Government's rights

under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of text)

**REQUIREMENTS FOR DOMESTIC MANUFACTURE OF CERTAIN SHIPBOARD SYSTEMS AND EQUIPMENT**

- (a) The work under this contract shall be subject to all applicable domestic source requirements, including, 10 U.S.C. § 4864, P.L. 117-328 § 8100(a), P.L. 118-47 § 8097.
- (b) In accordance with P.L. 117-328 § 8100(a), and P.L. 118-47 § 8097, the Contractor shall ensure that for each vessel constructed, the following components are manufactured in the United States: Auxiliary equipment (including pumps) for shipboard services; propulsion equipment (including engines, reduction gears, and propellers); shipboard cranes; spreaders for shipboard cranes; and anchor chains, regardless of size.
- (c) The ship service diesel generator sets shall be manufactured in the United States.
- (d) Gyrocompasses; electronic navigation chart systems; steering controls; propulsion and machinery control systems; totally enclosed lifeboats; and welded shipboard anchors, shall be manufactured in the United States.
- (e) The contractor agrees to retain until the expiration of three (3) years from the date of final payment under this contract and make available during such period, upon request of the Contracting Officer, records showing compliance with this clause.
- (f) The contractor agrees to insert this text, including this paragraph (e), in every subcontract, purchase order and option agreement issued in performance of this contract.

(End of Text)

**E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)**

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to NASSCO or the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. NASSCO or the Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the NASSCO Procurement Representative. NASSCO and the

Government reserve the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

**H-225-H001 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (NAVSEA) (OCT 2018)**

In accordance with 10 U.S.C. 7309, neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

(End of text)

**H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023) [Modified]**

(a) Definitions:

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

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

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

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

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

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

(c) ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the

requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

- (d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.
- (e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).
- (f) Contractors electing certification to NAVSEA 04-4734 will contact the NASSCO Procurement Representative within 30 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)**

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

NASSCO T-AO 205 Class 52.223-3 Hazardous Material Identification and Material Safety Data
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Material	Identification Number
Carbon tetrachloride	CAS# 56-23-5
Copper	CAS# 7440-50-8
Xylene	CAS# 1330-20-7
Methyl Ethyl Ketone	CAS# 78-93-3
Ethylbenzene	CAS# 100-41-4
Solvent deasphalted residual petroleum oil	CAS# 64741-95-3
Polyethylene	CAS# 9002-88-4
Zinc dialkyldithiophosphate	CAS# 113894-90-9
Lithium 12-hydroxystearate	CAS# 7620-77-1
n-Butyl alcohol	CAS# 71-36-3
Copper (+1) oxide	CAS# 1317-39-1
Toluene	CAS# 108-88-3
Light aromatic hydrocarbons	CAS# 64742-95-6
Trimethylbenzene	CAS# 95-63-6
Quartz	CAS# 14808-60-7
Titanium dioxide	CAS# 13463-67-7
Lead	CAS# 7439-92-1
Cumene	CAS# 98-82-8
Cumene hydroperoxide	CAS# 80-15-9
N-phenyl-1-naphthylamine	CAS# 90-30-2
Nickel	CAS# 7440-02-0
Barium sulfate	CAS# 7727-43-7
Aliphatic hydrocarbons	CAS# 8052-41-3
Hydrotreated heavy naphthenic distillate	CAS# 64742-52-5
Mineral Spirits	CAS# 64742-47-8
2-Propanol 1-butoxy	CAS# 5131-66-8
Preliminary hazardous material identification list to be updated during performance of the contract as equipment and material selections are made and whenever NASSCO determines that any other material to be delivered under this contract is hazardous.	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety

Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.246-2 Inspection of Supplies — Fixed-Price; Government source inspection may be required.