



## **ADDITIONAL PROVISIONS FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

**Taken from Newport News Shipbuilding Division Supplement to  
Huntington Ingalls General Provisions for Orders Under U.S. Government Contracts  
(07/14/2006)**

### **1. SPECIAL REQUIREMENTS**

- A. The following restrictions shall apply to Seller and Seller's subcontractors. Accordingly, Seller shall insert the following clauses in all subcontracts awarded by Seller under this Order:
  - i. **MERCURY EXCLUSION.** Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this Order.
  - ii. **POLYCHLORINATED BIPHENYLS PROHIBITION.** Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls.
  - iii. **PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES.** Seller shall not use yellow wrapping material or attached yellow protection devices such as caps or plugs.
  - iv. **BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION.** Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this Order.
- B. In lieu of flowing down these requirements, Seller may put in place a system or process acceptable to Buyer which insures that the goods and services Seller delivers meet these requirements, e.g. testing components for mercury contamination. Violations of any of the requirements of this provision will be cause for rejection of the goods. In addition to the requirements of this provision, Seller shall flow down such other clauses of this Order when required by the specific terms of the clause, e.g. DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, and such other clauses necessary to satisfy Seller's contractual obligations even when not identified as a mandatory flow down.
- C. Violations of any of the requirements of this provision will be cause for rejection of the goods at Buyer's sole discretion.

### **2. CAST COPPER NICKEL (CuNi) AND PERVASIVE COMMODITY SPECIAL QUALITY REQUIREMENTS**

- A. **Mandatory Source Requirements.** Seller shall ensure that Level I products, cast Copper-Nickel (CuNi) products, Butt Weld and Socket Pipe Fittings are obtained only from manufacturers or other suppliers approved by Buyer and listed on the following link: [http://supplier.huntingtoningalls.com/sourcing/res\\_technical.html](http://supplier.huntingtoningalls.com/sourcing/res_technical.html). Approved lists are provided for: Butt Weld and Socket Weld Pipe Fittings Manufacturers, Forging Manufacturers, Fastener Manufacturers and Distributors, CuNi Foundries, Casting Foundries with In-House Machining Capability, and Level I Manufacturers. Butt Weld and Socket Weld Pipe Fittings are considered herein to be included in the Pervasive Commodities Program.

Examples of these Fittings include, but are not limited to, parts of standard dimensions used in the assembly of a piping system, such as couplings, elbows, tees, crosses, caps, unions, reducers, and flanges. Seller and its suppliers shall only use Buyer approved manufacturers for Butt Weld and Socket Weld Pipe Fittings provided under this Order.

- B. Non-Mandatory Buyer Approved Manufacturers. Seller is encouraged, but not required, to purchase other forging, fasteners and casting material with in-house machining capability from suppliers listed on the following link:  
[http://supplier.huntingtoningalls.com/sourcing/res\\_technical.html](http://supplier.huntingtoningalls.com/sourcing/res_technical.html).
- C. Seller's use of a mandatory or an approved manufacturer does not relieve the Seller of its obligation to deliver a Product that conforms to all of the requirements of this Order.
- D. Specific certifications, test reports, or other non-hardware deliverables shall be provided by Seller as specified in the Order.
- E. Cast CuNi Products. Seller and its suppliers shall only use Buyer approved CuNi foundries in the performance of this Order. In addition to, or in conjunction with, testing required elsewhere in this Order, Seller shall invoke the following supplemental requirements on orders at any level for CuNi castings from a foundry approved by Buyer or Electric Boat Corporation (EB) or both:
  - i. For each heat, the foundry shall test and have available a chemical test report for an "A" (beginning of furnace charge pour) and "B" (end of furnace charge pour) test specimen. The test reports and the specimen shall be identified as "A" and "B" in addition to the heat number traceability.
  - ii. Mechanical test bars shall be poured no sooner than 50% through the furnace charge pour.
  - iii. The foundry or supplier shall maintain the "A" and "B" test specimens, the mechanical test bars, and the test results as objective quality evidence, subject to audit and further analysis by Buyer and/or Electric Boat Corporation (EB).
    - (a) Retention time shall be a minimum of seven (7) years following certification of the heat.
    - (b) Notify Buyer or EB or both for disposition instructions prior to disposal of records and specimens.
  - iv. Buyer's and EB's products may be poured in the same heat; however, the heat shall be unique to Buyer and/or EB. No other customer's product shall be included in the heat.
  - v. Chemistry and mechanical test report submittal shall be in accordance with the requirements contained elsewhere in this Order. If chemical test reports are required to be submitted, the "B" chemistry test results shall be submitted, unless otherwise specified.
- F. Seller shall make no changes to the requirements of the Order without the prior written consent of the Buyer.

**3. TRANSMISSION ABROAD OF NAVAL NUCLEAR PROPULSION INFORMATION**

- A. This provision applies only if, during the performance of this Order, Seller will have access to Naval Nuclear Propulsion Information (“NNPI”) as defined in OPNAVINST 9210.3. All defined terms in this provision shall have the same meaning as those terms are defined in Part I of SBF P9152 (<https://spars.huntingtoningalls.com/procurement/procforms.html>). Seller shall review OPNAVINST 9210.3 and DoD Pamphlet 5230.25PH and abide by the applicable requirements of those publications.
- B. If Seller has Foreign Nationals and/or Representatives of a Foreign Interest who work within or have access to its premises, Seller shall have a Technology Access Control Plan which:
  - i. Denies Foreign Nationals, Representatives of a Foreign Interest, and unauthorized U.S. Citizens and U.S. Nationals access to Naval Nuclear Propulsion Information; and
  - ii. Permits only authorized U.S. Citizens, U.S. Nationals, Foreign Nationals and/or Representatives of a Foreign Interest access to Technical Data other than Naval Nuclear Propulsion Information or restricts access to Naval Nuclear Propulsion Information and/or Technical Data only to U.S. Citizens and U.S. Nationals who have a need-to-know.
- C. Seller shall have an active certification number under the U.S./Canada Joint Certification Program pursuant to DoD Pamphlet 5230.25PH and shall provide the active certification number and expiration date to the Buyer
- D. Seller shall not disclose NNPI to Foreign Nationals. U.S. Citizens and U.S. Nationals representing a foreign government, foreign private interest or other Foreign Nationals, are considered to be included in the definition of Foreign Nationals for industrial security purposes and the purpose of the restrictions contained in this provision 3.
- E. Disclosure of Restricted Data as defined in the Atomic Energy Act of 1954 as amended, relating to the Naval Nuclear Propulsion Program to employees of Seller granted Limited Clearances under the provisions of DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM) is denied.
- F. Any issue or release of NNPI beyond parties with a need to know and necessary for the performance of this Order, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of Buyer.
- G. Buyer shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of NNPI. If a court or administrative order makes immediate review by Buyer impractical, Seller will take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
- H. In addition to the requirements of this provision 3, the Seller shall comply with all other requirements relative to Naval Nuclear Propulsion Information (NNPI) wherever located in this Order.
- I. Seller agrees to insert this “Transmission Abroad of Naval Nuclear Propulsion Information” clause including this paragraph D in all of its subcontracts issued under this Order.

#### **4. ADDITIONAL SECURITY REQUIREMENTS**

In addition to complying with any other security requirements contained in this Order, Seller shall not disclose "Restricted Data" as defined in the Atomic Energy Act of 1954 as amended, relating to Navy Nuclear Propulsion Program to employees who have been granted Limited (interim) Clearances except under the provisions of DoD 5220.22M, National Industrial Security Program Operating Manual (NISPOM).

**5 – 6** (omitted)

#### **7. MANUFACTURE OF REPAIR PARTS**

- A. If:
- i. The Seller is providing a ship component or equipment; and
  - ii. The Order specification, by reference to a Military Specification or otherwise, specifies repair parts or stock components (collectively "repair parts"), and
  - iii. The Seller intends the manufacturing of the ship component or equipment to be outside the United States or Canada;
  - iv. then Seller agrees that, in addition to any other data required by this Order, Seller shall furnish sufficient data so that the repair parts can be produced in the United States or Canada.
- B. The requirements of this provision shall not apply if Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada. For the purposes of this provision, the term "sufficient data" means detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout, and tooling. Seller shall provide all data in English and according to the United States system of weights and measures.
- C. All drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this contract. Unless Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada, Seller shall grant to the United States Government for a period of seven (7) years, Government Purpose Rights as defined in the clause of this Order entitled Rights in Technical Data – Non-Commercial Items (DFARS 252.227-7013).

**8 – 16** (omitted)

#### **17. SUBCONTRACTING**

No subcontract at any tier placed under this Order shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i) of the Federal Acquisition Regulation (FAR).

## 18. COMPLIANCE WITH WORKSITE RULES

- A. While on HHI's property/worksites, Seller shall comply with all of HHI's safety and security rules and regulations to include but not limited to the most recent version of HHI's safety handbook, EH&S Handbook for New employees, contractors & visitors of Newport News Shipbuilding. Prior to performing Production Work on HHI's Newport News, Virginia, property, or at other locations if informed by HHI that Seller must be "safety qualified" to perform the work, Seller shall also coordinate with HHI's Environmental, Health, and Safety (EH&S) Department (O27) to complete the qualification process, and comply with the requirements of HHI's "Contractor EH&S Resource Manual" which is available under Supplier Resources at this web site:  
[http://supplier.huntingtoningalls.com/sourcing/Contractor\\_Safety/index.html](http://supplier.huntingtoningalls.com/sourcing/Contractor_Safety/index.html).  
"Production Work" is defined as operations that involve hazards to personnel, including but not limited to construction, demolition, "hot work," work in enclosed and confined spaces, blasting, painting, material handling, working with hazardous materials or equipment, efforts in direct support of HHI's Production Work, and similar operations.
- B. If in performance of this order Seller performs work at a third party's worksite, Seller shall comply with all rules and regulations of that worksite, including safety and health rules and procedures, and the use of required personal protective equipment. Seller guarantees strict compliance by all its employees, agents and lower tier subcontractors while on the third party's premises.
- C. In addition to any other remedies HHI may be entitled to, HHI may, without notice and an opportunity to cure:
- i. Terminate this Order for default if Seller fails to comply with any part of provision 18; or
  - ii. Expel from HHI's property/work site, any employee, subcontractor or agent of Seller found violating any part of provision 18. Access by non-U.S. citizens to HHI's property/worksites is prohibited unless approved in writing by HHI.

19 – 24 (omitted)

**25. ANTI-TERROSIM STANDARDS**

Seller shall ensure that any services to be delivered in a Department of Defense (“DoD”) occupied space or ship are governed by the requirements set forth in DoD Instruction 2000.16, DoD Antiterrorism Standards.

26. (omitted)

**27. FAR/DFARS CLAUSES/PROVISIONS**

- A. 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.
- B. 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.
- C. Applicable thresholds include Truth in Negotiation Act Threshold (TINA) at \$700,000; Simplified Acquisition Threshold (SAT) at \$150,000; and Micro-purchase Threshold at \$3,000.
- D. 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.
- E. The full text of a clause may be accessed electronically at these addresses: <https://www.acquisition.gov/?q=browsefar> or <http://farsite.hill.af.mil>.

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.216-7	Allowable Cost and Payment (cost-reimbursement Orders only)	(Jun 2013)
52.227-11*	Patent Rights -- Ownership by the Contractor (Orders for experimental, developmental, or research work with small businesses, except for work in connection with the nuclear propulsion plant, its associated components and systems which are under the cognizance of NAVSEA 08; for such Orders FAR 52.227-13 applies.)	(Dec 2007)
52.227-13	Patent Rights -- Ownership by the Government (Orders for work in connection with the nuclear propulsion plant, its associated components and systems which are under the cognizance of NAVSEA 08)	(Dec 2007)
52.232-20	Limitation of Cost (except that "60" is changed to "75" in paragraph (b)(1) (cost-reimbursement Orders that are fully funded)	(Apr 1984)
52.232-22	Limitation of Funds (except that "60" is changed to "75" in paragraph (c) (cost-reimbursement Orders that are incrementally funded)	(Apr 1984)

<b>FAR CLAUSES/PROVISIONS</b>		
<b>CLAUSE NUMBER</b>	<b>CLAUSE NAME</b>	<b>CLAUSE DATE</b>
52-234-4	Earned Value Management System (all cost-reimbursement Orders over \$20M and 12 months in duration for Order items with end-use D0662)	(Jul 2006)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (this clause shall apply to both Buyer's and its customer's property)	(Apr 1984)
52.239-1	Privacy or Security Safeguards	(Apr 1996)
52.242-3	Penalties For Unallowable Costs (cost-reimbursement Orders only)	(May 2014)
52.242-4	Certification of Final Indirect Costs (cost-reimbursement Orders only)	(Jan 1997)
52.243-2	Changes -- Cost-Reimbursement & Alt II (Apr 1984) (except that para. (c) is changed from "30" to "15") (cost-reimbursement Orders only)	(Aug 1987)
52.243-3	Changes -- Time-and-Materials or Labor-Hours (applies to Orders or portions thereof for time-and-materials or labor-hours)	(Sep 2000)
52.243-6	Change Order Accounting	(Apr 1984)

<b>DFAR CLAUSES/PROVISIONS</b>		
<b>CLAUSE NUMBER</b>	<b>CLAUSE NAME</b>	<b>CLAUSE DATE</b>
252.204-7003	Control of Government Personnel Work Product	(Apr 1992)
252.204-7005	Oral Attestation of Security Responsibilities	(Nov 2001)
252.204-7010*	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (applicable only to orders that are subject to the provisions of the U.S.-IAEA AP)	(Jan 2009)
252.217-7003	Changes (except that paragraph (b) (1) is changed from ten to five days) (Orders issued for the performance of repair work on non-nuclear vessels) (Included in Master Shipbuilding Agreement)	(Dec 1991)
252.217-7005	Inspection and Manner of Doing Work	(Jan 1997)
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber	(Jun 2005)
252.227-7010	License to Other Government Agencies	(Aug 1984)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	(Jan 2011)
252.227-7020	Rights in Special Works	(Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
252.235-7010	Acknowledgment of Support and Disclaimer (applies only to Orders for research & development work)	(May 1995)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)