

Pacific Ship Repair & Fabrication, Inc.
SPECIAL TERMS AND CONDITIONS FOR SUBCONTRACTS
Issued under NASSCO CONTRACT N00024-18-C-4404
FOR USS BONHOMME RICHARD REPAIR PROGRAM

SECTION A

1. **GOVERNMENT CONTRACT RATING.** U.S. NAVY CONTRACT: Nooo24-18-C-4404, PRIORITY RATING: D0A3. The Prime Contract is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). If applicable to subcontract Orders, the rating will be included on the face of the Order.
2. **NO WAIVER.** Nothing herein shall be construed as a waiver of Seller's obligation in regard to the risk of loss of the Contract Work or as a waiver of Buyer's right to require Seller to replace unsatisfactory materials, workmanship, software or services.
3. **PROPERTY CONTROL SYSTEM.** Seller is to maintain a Government property control system per NAVSEA Standard Item 009-20.
4. **4E SPECIFICATION.** Seller shall coordinate and execute Contract Work in accordance with 4E specification, drawings and documentation as provided by Buyer.
5. **REPRESENTATIONS AND CERTIFICATIONS.** As of the time a Purchase Order is issued to Seller, Seller represents and warrants that: (i) upon request, Seller will submit to Buyer annual certifications and representations; (ii) Seller's certifications and representations provided are current, accurate and complete at the time of submittal; and (iii) Seller has not been debarred, suspended or proposed for debarment by the Government.
6. **PROPOSAL TURNAROUND TIMES.** Unless otherwise stated, proposals for New Work Items are to be turned around within 3 days of issue. Growth Work is due within 2 days.
7. **BASIS OF ESTIMATE.** All submitted proposals must be able to support your Basis Of Estimate (BOE), and should be available to the Government if requested. This information should clearly include answers for: (i) What is being estimated (what, where, when and how); (ii) How is it being estimated; (iii) What empirical data was used to derive the estimate; and (iv) Why is the estimate reasonable?
8. **SITE CONDITIONS.** If the Purchase Order requires work to be performed aboard ship while located at a Government installation, Seller is urged and expected to inspect the site where Contract Work will be performed and to satisfy itself as to all general and local conditions, including security requirements that may affect the cost of performing the work, in the event such information is reasonably obtainable. In no event will the failure to inspect the site constitute grounds for a claim after award of the task order/contract against Buyer or the Government.

Section B – Supplies or Services and Prices

Section C – Descriptions and Specifications

USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)

Due to safety concerns, use of BOCBTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any Contract Work required by this Contract.

SECURITY REQUIREMENTS *[Modified by Prime Contractor Buyer]*

Seller personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g.dBIDS). Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the Seller's responsibility to check for and obtain changes and updated information at each installation on a continual basis.

DELAY/DISRUPTION [Modified by Prime Contractor Buyer]

Seller shall coordinate the work effort with the Buyer on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. Minor delays and/or disruptions of eight (8) hours or less are considered normal rather than unusual occurrences during the performance of requirements ordered under this contract.

If, during performance, delays greater than a minor delay indicated above are encountered, the Seller shall immediately (verbally) notify the Buyer, followed by a written statement within 12 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, and action taken to minimize impact.

IDENTIFICATION OF CONDITION FOUND [Modified by Prime Contractor Buyer]

In accordance with the requirements of NAVSEA Standard Item 009-01, the Seller shall identify needed repairs and recommend corrective action during performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the Seller shall notify the Buyer within 12 hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the Seller's professional recommendation for resolution, which shall not exceed three (3) calendar days as specified below. Recommended repairs and corrective actions shall be submitted to the Buyer in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028) pursuant to CDRL A002 (DI-MGMT-81648).

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

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

(b) Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted, (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer and the Government's Contracting Officer, (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this Contract, in any manner inconsistent with the spirit and intent of this requirement, (4) not disclose the data or software to any other party, including, but not limited to, a joint venture, affiliate, successor, or assign of Seller, and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from Buyer or the Government through any means to which Seller has access in the performance of this Contract that contains proprietary or other restrictive markings.

(d) Seller agrees that it will promptly notify Buyer of any attempt by an individual, company, or Buyer or Government representative not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Buyer or Government representative seeking access to such information.

(e) Seller shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.

(f) Compliance with this requirement is a material requirement of this Contract.

ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983) [Modified by Prime Contractor Buyer]

Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by Buyer or the Government's Representative, have, at all reasonable times, admission to the applicable plant, access to the Vessel(s) where and as required, and be permitted, within the Facility specified in the SOW or locations determined by the Government's ACO and on the Vessel(s) required, to perform and fulfill their respective obligations to the Government. Buyer and Seller shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the Government's Representative to be given admission to the applicable location and access to the Vessel(s) for office space, work areas, storage or shop areas, or other facilities and services necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005) [Modified by Prime Contractor Buyer] [Upon Contract Award, this Clause may be further modified for Contract Work performed OCONUS]

(a) No person not known to be a U.S. citizen shall be eligible for access to 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 on the date of this Contract.

(b) If Seller desires to employ non U.S. citizens in the performance of Contract Work under this Contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required, and Seller will submit a request for access to Buyer. In the event Seller does not intend to employ non-U.S. citizens in the performance of the Contract Work under this Contract, 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 Contract Work on the Vessel's equipment is being performed.

(c) The same restriction above shall apply to other non-U.S. citizens who have access to the Facilities and Seller's facilities (e.g., for accomplishing facility improvements, from any foreign crewed vessels, etc.).

ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009) *[Modified by Prime Contractor Buyer]*

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property: (1) The Vessel; (2) The equipment on the Vessel; (3) Movable stores; (4) Cargo; and (5) Other material on the Vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirements of this Contract, the following shall not be considered Government Property: (1) The Vessel; (2) The equipment on the Vessel; (3) Moveable stores; and (4) Other material on the Vessel.

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

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

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990) *[Modified by Prime Contractor Buyer]*

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Seller hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Seller is using commercial facilities to satisfy the berthing requirement, the Seller hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, Seller hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)

[Modified by Prime Contractor Buyer] Attention of Seller is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this Contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this Contract shall be construed as relieving Seller from any obligations which it may have for compliance with the aforesaid regulations.

DISPOSAL OF SCRAP (NAVSEA) (JAN 2008) *[Modified by Prime Contractor Buyer]*

All Government scrap resulting from accomplishment of any Contract Work is the property of Buyer to be disposed of as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for recovery value of its basic material content. The determination as to which materials are considered scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Government Property Administrator for the cognizant SUPSHIP or RMC Office. As consideration for retaining the Government's scrap, Buyer's price and Seller's price for the performance of the Contract Work required herein shall be a net price reflecting the value of the Government scrap. This requirement is not intended to conflict in any way with the clauses if this Contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1), nor does it relieve Seller of any other requirement under such clauses.

DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)

The dry-docking of all Vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

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

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996) *[Modified by Prime Contractor Buyer]*

Seller shall extend to Buyer so that Buyer can 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. 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 Buyer's or the Government's rights under the "Inspection" clause, nor does it limit Buyer's or 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.

GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990) *[Modified by Prime Contractor Buyer]*

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

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

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

Commercial specifications and standards, which may be referenced in the specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

- (a) **Definitions.**
- (i) A "**zero-tier reference**" is a specification, standard, or drawing that is cited in the Contract (including its attachments).
- (ii) A "**first-tier reference**" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) **Requirements.** All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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

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

NO SMOKING POLICY

For bidding purposes, Seller is advised that in light of the Navy's policy regarding smoke-free facilities, the entire Vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PEDS) [Modified by Prime Contractor Buyer]

The possession and use of portable electronic devices (PEDs) within the confines of any Vessel, or in Buyer's Facility, Government Facility or Seller's facility where equipment removed from the Vessel is being worked, is strictly controlled. PEDs include: mobile computing devices such as personal digital assistants (PDAs); hand-held or laptop computers; mobile telephone devices such as data-enabled cellular telephones; two-way pagers, including those with e-mail capability; analog and digital sound recorders; and digital cameras, including cellular phones with digital imaging capabilities. Cellular phones with digital imaging capabilities are strictly prohibited. PEDs may not be connected to any Navy-owned or controlled network. PEDs may not be used to store or process any digital information associated with the conduct of the Contract without written authorization from Buyer.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

- (a) Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
- (b) Sellers are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Sellers who are injured on site shall notify SEA 04RS, Safety Office, via the COR.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a Seller operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit

low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that Seller employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Sellers whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any Seller employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

Section D - Packaging and Marking

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the Contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) 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 the Seller with each shipment in accordance with the above cited MIL-STD. 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 DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (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.

(d) 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. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

Section E - Inspection and Acceptance [Modified by Prime Contractor Buyer]

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
252.217-7005	INSPECTION AND MANNER OF DOING WORK (JUL 2009)
252.217-7013	GUARANTEES (DEC 1991)

Section F - Deliveries or Performance

PLACE OF PERFORMANCE

All Work under this Contract shall be performed in the ships' homeport, visiting San Diego, CA, at the Facility identified below or as NASSCO or the Government's ACO shall direct:

National Steel and Shipbuilding Company (NASSCO), 2798 East Harbor Drive, San Diego, CA 92113-3650.

CLAUSES INCORPORATED BY REFERENCE

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

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

Section H - Special Requirements

5252.217-9107 GROWTH AND NEW WORK (SEP 1990) [Modified by Prime Contractor Buyer]

(a) It is the Government's intention to ensure that, where it is determined that the Contract Work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to Buyer and its subcontractors including Seller only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following course of action: (1) defer the Contract Work to a repair period after completion of the instant Contract; (2) accomplish the Contract Work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217-7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. Buyer and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than Buyer is successful, the successful contractor may engage in and complete the work while the ship is undergoing overhaul in Buyer's Facility pursuant to the "ACCESS TO VESSEL" clause.

(b) Seller shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit Seller's facility or any other work site provided by the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair contractor proposes other than a fair and reasonable price. Seller shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. Seller shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interest of the Government.

5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the Contract, Seller agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to Seller's facilities and access to the Vessel without any further request for indemnification from any party, which has not been previously included in the Contract Price.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996) [Modified by Prime Contractor Buyer]

(a) GENERAL

(1) Seller shall comply with all applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this requirement shall relieve Seller from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this Contract. Nothing contained herein shall serve to alter either party's liability or responsibility under applicable federal, state and local laws, codes and ordinances.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES. Standard Work Template 077-11-001 (to be provided by Buyer) identifies the types and amounts of hazardous wastes that are required to be removed by Seller pursuant to applicable law, or that are expected to be generated, during the performance of Contract Work under this Contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the Vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Seller's personnel shall only bear a generator identification number issued to Seller pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where Seller performs Contract Work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to Seller.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Seller's personnel shall bear a generator identification number issued to Seller pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) Seller merely drains a system and such drainage creates hazardous waste or (b) Seller performs Contract Work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this Contract entitled "DISPUTES" (FAR 52.233-1). However, Seller shall not stop any work but shall continue with performance of all Contract Work under this Contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests. For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), Seller shall sign the generator certification whenever use of the Manifest is required for disposal. Seller shall obtain concurrence with the categorization of the wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to Buyer or Southwest Regional Maintenance Center (SWRMC) for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if Seller, while performing work at a Government facility, cannot obtain a separate generator identification number from the Country or U.S. State in which the availability will be performed, Seller shall notify Buyer or SWRMC (as applicable) within 3 business days of receipt of written notification by the Country or U.S. State.

(8) After obtaining approval from either the Buyer or SWRMC (as applicable), Seller shall use the Navy generator identification number and insert in the remarks block Seller generator identification number issued for the approved site. For purposes of paragraph (c)(1) herein, if the Contract Work is being performed at the non-Government facility and the Government cannot obtain a separate generator identification number from the Country or U.S. State, the Government shall use Seller generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, Seller shall

prepare the Manifest described in paragraph (c)(6) above and present it to Buyer or SWRMC (as applicable) for completion.

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

- (a) Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirement of the Contract.
- (b) Seller agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Seller" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:
 - GIDEP Operations Center
 - P.O. Box 8000
 - Corona, CA 92878-8000
 - Phone: (951) 898-3207
 - FAX: (951) 898-3250
 - Internet: <http://www.gidep.org>

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999) [Modified by Prime Contractor Buyer]

- (a) For the purposes of this special 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 by Buyer or Seller; and (2) any act or omission to act on the part of 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 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 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 man-hours 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 Government act or omission and the associated claimed consequences, 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 Contract, 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 Contract shall, in addition to the information required by paragraph (b) hereof, contain such information as Buyer and the Contracting Officer 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 which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer 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.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983) [Modified by Prime Contractor Buyer]

- (a) Whenever Seller, after receipt of a change made pursuant to the clause of this Contract entitled "CHANGES" or similar or after affirmation of a constructive change under the clause "NOTIFICATION OF CHANGES" (FAR 52.243-7) (DEVIATION) or similar, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle Seller, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, Seller agrees (except as the parties may otherwise agree) that, if required by Buyer and/or the Government's Contracting Officer, it will execute a release, in form and substance satisfactory to Buyer and/or the Government's Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge Buyer and the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

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

- (a) In addition to proposing engineering changes pursuant to other requirements of this Contract, and in addition to issuing changes pursuant to the clause of this Contract entitled "CHANGES", Buyer may propose other changes within the general scope of this Contract as set forth below. Within 45 days from the date of receipt of any such proposed change, or within such further time as Buyer's Procurement Representative may allow, Seller shall submit the proposed scope of Contract Work, plans and sketches, and its estimate of: (A) the cost, (B) the

weight and moment effect, (C) effect on delivery dates of the Vessel(s), and (D) status of Contract Work on the Vessels affected by the proposed change. The proposed scope of Contract Work and estimate of cost shall be in such form and supported by such reasonably detailed information as Buyer's Procurement Representative may require. Within 60 days from the date of receipt of Seller's estimate, Seller agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to Buyer's Procurement Representative, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the Contract Price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. Seller's estimate referred to in this subparagraph shall be a firm offer for 60 days from and after the receipt thereof by Buyer's Procurement Representative having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of Buyer's Procurement Representative pursuant to the "CHANGES" clause, Seller shall proceed diligently with Contract performance without regard to the effect of any such proposed change.

Section I - Contract Clauses

In interpreting the requirements of these clauses, "Contracting Officer" should be considered to be Buyer's Purchasing Representative and "Government" should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government's solicitation clauses to the terms used in Buyer's MILGEN terms; however, there may be some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

<https://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(s):

<http://farsite.hill.af.mil/>.

The following notes apply to the clauses incorporated by reference below.

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

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

Note 3 – Insert "and Buyer" after "Government" throughout the clause.

Note 4 – Insert "or Buyer" after "Government" throughout this clause.

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

Note 6 – Insert "and Buyer" after "Contracting Officer", throughout the clause.

Note 7 – Insert "or Buyer Procurement Representative" after "Contracting officer", throughout the clause.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE & NOTE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES <i>Note 3 applies in (c) and (d).</i>	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES <i>Note 3 applies in (a).</i>	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT <i>Applies if the contract value exceeds \$150,000.</i>	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES <i>Applies if the Contract value exceeds \$150,000. Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 4 applies for (a), (b) and (c).</i>	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS <i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that</i>	OCT 2010

Buyer can fulfill the obligations under the Prime Contract.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER <i>Note 3 applies to (b).</i>	MAY 2011
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL <i>Applies where Seller will have physical access to a federally-controlled facility or access to a federal information system. Note 3 applies for (c). In paragraph (d) prime Contractor shall refer to Buyer. Seller is responsible for getting the information to Buyer so that Buyer can comply with the reporting requirements of paragraph (d).</i>	JAN 2011
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS <i>Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer can comply with the reporting requirements of (d).</i>	OCT 2016
52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT <i>Applies if this Contract exceeds \$30,000 and is not a subcontract for commercially available off the shelf items. Seller is to provide copies of notices to Buyer so that Buyer can fulfill its reporting obligation under this clause. Note 5 applies. .</i>	OCT 2015
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.211-5 MATERIAL REQUIREMENTS <i>Note 2 applies to (d) and (e).</i>	AUG 2000
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
52.215-2 AUDIT AND RECORDS—NEGOTIATION <i>Applies if the Contract value exceeds \$150,000; applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	OCT 2010
52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS <i>Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. "Government" means "Buyer" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	AUG 2011
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS <i>Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.</i>	OCT 2010
52.215-14 INTEGRITY OF UNIT PRICES <i>Except paragraph (b). Note 5 applies.</i>	OCT 2010
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS <i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	OCT 2010
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS <i>Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.</i>	JUL 2005
52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES <i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	OCT 1997
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS <i>Note 5 applies.</i>	OCT 2010
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS <i>Does not apply to small businesses. Note 5 applies.</i>	NOV 2016
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN <i>Applies if value of Contract equals or exceeds \$650,000 except the clause does not apply if Seller is a small business concern. Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	JAN 2017

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES <i>Note 5 applies.</i>	FEB 1997
52.222-3 CONVICT LABOR <i>Note 5 applies.</i>	JUN 2003
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION <i>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</i>	MAY 2014
52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES <i>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</i>	OCT 2016
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 <i>Applies when Contract exceeds or may exceed \$15,000.</i>	MAY 2014
52.222-21 PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26 EQUAL OPPORTUNITY <i>Applies to Contract with value in excess of \$10,000. Note 7 applies to (c)(3) and (c)(5).</i>	SEP 2016
52.222-35 EQUAL OPPORTUNITY FOR VETERANS <i>Applies if Contract value is \$100,000 or more. Note 5 applies.</i>	OCT 2015
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES <i>Applies if Contract value equals or exceeds \$15,000.</i>	JUL 2014
52.222-37 EMPLOYMENT REPORTS ON VETERANS <i>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</i>	FEB 2016
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT <i>Applies if Contract value that exceeds \$10,000.</i>	DEC 2010
52.222-50 COMBATING TRAFFICKING IN PERSONS <i>Note 5 applies except in (e) where Note 4 applies.</i>	MAR 2015
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION <i>Applies if this Contract exceeds \$3,000.</i>	OCT 2015
52.223-3 CONVICT LABOR	JUN 2003
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6 DRUG-FREE WORKPLACE <i>Note 5 applies. Except Note 4 applies in (d).</i>	MAY 2001
52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016
52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016
52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING <i>Applies if Contract value exceeds \$3,000. Note 5 applies.</i>	AUG 2011
52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1 PRIVACY ACT NOTIFICATION	APR 1984
52.224-2 PRIVACY ACT	APR 1984
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1 AUTHORIZATION AND CONSENT	DEC 2007
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT <i>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</i>	DEC 2007
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3 FEDERAL, STATE, AND LOCAL TAXES <i>Note 2 applies to (g).</i>	FEB 2013

52.229-4 FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-17 INTEREST	MAY 2014
52.232-23 ASSIGNMENT OF CLAIMS <i>Buyer's Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).</i>	MAY 2014
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS <i>This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business) and its small business subcontractors.</i>	DEC 2013
52.233-3 PROTEST AFTER AWARD <i>Note 2 applies except in (e) where Note 3 applies.</i>	AUG 1996
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS <i>Note 5 applies to (a)(2).</i>	APR 1984
52.242-2 PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13 BANKRUPTCY <i>Note 2 applies.</i>	JUL 1995
52.243-1 CHANGES—FIXED PRICE <i>Note 2 applies.</i>	AUG 1987
52.243-6 CHANGE ORDER ACCOUNTING <i>Note 2 applies if the Prime Contract requires change order accounting.</i>	APR 1984
52.244-2 SUBCONTRACTS <i>Notes 1 and 2 apply.</i>	OCT 2010
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS <i>Note 2 applies.</i>	NOV 2017
52.245-1 GOVERNMENT PROPERTY ALT I <i>Note 5 applies.</i>	APR 2012
52.245-9 USE AND CHARGES <i>Note 5 applies.</i>	APR 2012
52.247-68 REPORT OF SHIPMENT (REPSHIP) <i>Note 5 applies.</i>	FEB 2006
52.248-1 VALUE ENGINEERING <i>Applies if the Contract value exceeds \$150,000; Note 5 applies.</i>	OCT 2010
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) <i>Clause is applicable when Government terminates the Prime Contract.</i>	APR 2012
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) <i>Clause is applicable when the Government terminates the Prime Contract.</i>	APR 1984
52.251-1 GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1 COMPUTER GENERATED FORMS	JAN 1991
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEPT 2011
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES <i>Applies if this Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in the meaning for paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.</i>	DEC 2008
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL <i>Applies when FAR 2-3-13 applies to this Contract.</i>	DEC 2012
252.203-7004 DISPLAY OF HOTLINE POSTER(S)	OCT 2016

Applies in lieu of FAR 52.203-14.

252.204-7000 DISCLOSURE OF INFORMATION <i>Note 2 applies.</i>	OCT 2016
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	MAY 2016
252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY 2016
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY <i>Note 5 applies for (b).</i>	OCT 2015
252.211-7000 ACQUISITION STREAMLINING	OCT 2010
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR 2016
252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION	JUN 2016
252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY <i>Applies if this Contract requires Government property in Seller's possession to contain unique item identification.</i>	AUG 2012
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) <i>Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g). Note 5 applies.</i>	AUG 2012
252.223-7001 HAZARD WARNING LABELS	DEC 1991
252.223-7004 DRUG FREE WORK FORCE	SEP 1988
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	SEP 2014
252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM <i>Note 2 applies.</i>	JUN 2013
252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM <i>Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1.</i>	DEC 2017
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2017
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD <i>Note 5 applies.</i>	OCT 2015
252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS <i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	OCT 2014
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC 2017
252.225-7013 DUTY-FREE ENTRY <i>Note 5 applies.</i>	MAY 2016
252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN 2005
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	DEC 2009
252.225-7021 TRADE AGREEMENTS—BASIC	DEC 2017
252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS <i>Note 5 applies for (d).</i>	DEC 2009

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	JUN 2005
252.225-7048 EXPORT-CONTROLLED ITEMS	JUN 2013
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS <i>Applies if this Contract exceeds \$500,000. Note 5 applies.</i>	SEP 2004
252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS <i>Note 5 applies.</i>	FEB 2014
252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS <i>The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	FEB 2014
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION	JAN 2011
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS <i>The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	MAY 2013
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT <i>Note 5 applies.</i>	MAR 2000
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA <i>Note 5 applies.</i>	SEP 2016
252.243-7001 PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT <i>Note 5 applies.</i>	DEC 2012
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2013
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	MAY 2014
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR 2012
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY <i>No Note applies; (b)(1) does not apply to Seller.</i>	APR 2012
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION <i>Note 5 applies.</i>	APR 2012
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL <i>Note 1 and Note 2 apply.</i>	SEP 2016
252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT <i>Note 5 applies.</i>	MAR 2008
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES <i>Note 5 applies.</i>	JUN 2013
252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY 1985
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	APR 2014
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA <i>Notes 1 and 2 apply.</i>	MAR 2000
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES <i>Notes 1 and 2 apply.</i>	AUG 2012