

**Pacific Ship Repair & Fabrication, Inc.**

**SPECIAL TERMS AND CONDITIONS  
for work under  
THE NASSCO LSD 41/49 MODERNIZATION PROGRAM  
(NASSCO Prime Contract N00024-08-C-4410)**

The following clauses are flowed down from the Buyer's Contract with NASSCO, under NASSCO's Prime Contract N00024-08-C-4410 with the Government.

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**PART A. SPECIAL TERMS AND CONDITIONS**

The following provisions supplement the provisions contained in Pacific Ship Repair & Fabrication, Inc. Purchase Order General Terms and Conditions.

- 1. Guarantee (Additional Provisions Relating to Correction of Defects (NAVSEA) (OCT 1990))**
  - (a) Seller guarantees that the Contract Work will be free from defects in material, workmanship and design and will conform to this Contract for a period of sixty (60) days after redelivery of the Vessel by NASSCO to the Government (the "Guarantee Period"). With respect to any Contract Work identified as incomplete at the time of redelivery, the Guarantee Period shall run from the date such Contract Work is completed.
  - (b) If at any time during the Guarantee Period, any failure of the Contract Work to comply with this Contract or any defect or deficiency in the Contract Work shall be discovered, Seller shall repair or replace such Contract Work to the satisfaction of Buyer at Seller's expense, including incidental costs, such as travel and/or transportation costs.

- (c) Seller's liability shall extend for an additional 60-day Guarantee Period for those defects or deficiencies that Seller has corrected.

**2. Guarantee (Extension of Commercial Warranty (NAVSEA) (NOV 1996))**

*Seller shall extend to the Government, NASSCO, and Buyer 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, NASSCO, or Buyer. Seller shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon expiration of the Guarantee Period for the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's, NASSCO's, or Buyer's rights under the Inspection and Acceptance provisions of this Contract, nor does it limit Buyer's rights with regard to other terms and conditions of this Contract. In the event of a conflict, the terms and conditions of this Contract shall take precedence over the standard commercial warranty.*

**3. Inspection and Acceptance**

Seller shall maintain complete records of all inspection work performed by Seller and shall make such inspection records available to Buyer and NASSCO during Contract performance and for a period of six (6) months after completion of all Contract Work.

**PART C: PRIME CONTRACT CLAUSES**

The following clauses are flowed down pursuant to the requirements of the NASSCO Prime Contract, and the subcontract between Pacific Ship Repair & Fabrication, Inc and NASSCO.

**1. Access to Proprietary Data or Computer Software (NAVSEA) (JUN 1994)**

- (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, (i) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this Contract, and (ii) 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 Buyer or their employees with respect to such data or software. A copy of the executed agreement shall be provided to the Government Contracting Officer via Buyer and NASSCO. Buyer may unilaterally modify this Contract to list those third parties with which Seller has agreement(s).

- (b) Seller agrees to: (i) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (ii) not disclose the data or software to another party or other Seller personnel except as authorized by the Government Contracting Officer; (iii) 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; (iv) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of Seller; and (v) 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 the Government or Buyer 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 the Government Contracting Officer via Buyer of any attempt by an individual, company, or Government or Buyer 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 Government or Buyer representative seeking access to such information.
- (e) Seller shall include this requirement in subcontracts of any tier that involve access to information covered by subparagraph (a).
- (f) Compliance with this requirement is a material requirement of this Contract.

**2. Computer Software and/or Computer Data Base(s) Delivered to and/or Received from the Government or Buyer (NAVSEA) (APR 2004)**

- (a) Seller agrees to test for viruses all computer software and/or computer databases, as defined in DFARS 252.227-7014, Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation, in

Part D2 below, before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. Seller warrants that any such computer software and/or computer database will be free of viruses when delivered.

- (b) Seller agrees to test any computer software and/or computer database(s) received from the Government or Buyer for viruses prior to use under this Contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this Contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise, the computer software or computer database does not meet the minimum functional requirements of this Contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, NASSCO, or Buyer, that routine shall not disable the computer software or computer database until at least twenty-five (25) calendar years after the delivery date of the affected computer software or computer database to the Government, NASSCO, or Buyer.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this Contract to restrict or limit the Government, NASSCO, or Buyer from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by Seller to the Government, NASSCO, or Buyer of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government, NASSCO, and Buyer will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by Seller on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the

extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

### **3. Condition Found Report (CFR)**

- (a) Seller shall identify needed repairs and recommend corrective action during Contract performance for those deficiencies discovered which are not covered by the Specifications. Needed repairs and corrective action reported will be submitted to Buyer in the form of a Condition Found Report (“CFR”).
  
- (b) CFR's, cost estimates, and supporting data shall be submitted via electronic means, in an electronic format compatible with standard desk top software programs, within three (3) working days of identification of the requirement. As a minimum, the CFR will include the following:
  - (i) Identify contract number, ship and hull number
  - (ii) Serialized by CFR number
  - (iii) Identification of the applicable Work Item number
  - (iv) Date requirement was discovered
  - (v) Description of the work requirement
  - (vi) Specific location of the work
  - (vii) Recommendation for corrective action
  - (viii) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability. Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
  - (ix) Cost and time estimates, and the time frame for which it is valid, including:
    - (1) Class "C" cost estimate. If the work requirement cannot be estimated within three (3) working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class “C” estimates will be provided.
    - (2) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, man-hours, rework and any additional costs to on going work resulting from inclusion of the CFR work requirement.
  - (x) Identification of related changes, if any, to the internal milestones and

production and contract completion dates. If none, so state.

**4. Exclusion of Mercury (NAVSEA) (MAY 1998)**

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

**5. Government-Industry Data Exchange Program (NAVSEA 5252.227-9113) (AUG 1997)**

If the Contract Price exceeds \$500,000, Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. 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 this Contract. GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona CA 91718-8000  
Phone: 909) 273-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

**6. Non-Smoking Policy (JAN 2005)**

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.

**7. Organizational Conflict of Interest (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the Contract Work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) Seller warrants that, to the best of its knowledge and belief, and except as

otherwise set forth in this Contract, Seller does not have any organizational conflict of interest(s) as defined in paragraph (a).

- (c) It is recognized that the Contract Work may create a potential organizational conflict of interest on the instant Contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of Seller to participate in future procurement of equipment and/or services that are the subject of any work under this Contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d)
  - (i) Seller agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to Seller by the Government during or as a result of performance of this Contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Seller generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
  - (ii) Seller agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this Contract. This prohibition shall expire after a period of three (3) years after completion of performance of this Contract.
  - (iii) The prohibitions contained in subparagraphs (d)(i) and (d)(ii) shall apply with equal force to any affiliate of Seller, any subcontractor, consultant, or employee of Seller, any joint venture involving Seller, any entity into or with which it may merge or affiliate, or any successor or assign of Seller. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) Seller further agrees that, during the performance of this Contract and for a period of three (3) years after completion of performance of this contract, Seller, any affiliate of Seller, any subcontractor, consultant, or employee of Seller, any



joint venture involving Seller, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of Seller, shall not furnish to the Government, either as a subcontractor or a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this Contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this Contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this Contract, from a source other than Seller, subcontractor, affiliate, or assign of either, during the course of performance of this Contract or before the three-year period following completion of this Contract has lapsed, Seller may, with the authorization of the cognizant Government Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, Seller may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

- (f) Seller agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Government Contracting Officer via Buyer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which Seller has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Government Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government and Buyer may terminate this Contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding subparagraph (f) above, if Seller was aware, or should have been aware, of an organizational conflict of interest prior to the award of this Contract or becomes, or should become, aware of an organizational conflict of interest after award of this Contract and does not make an immediate and full disclosure in writing to the Government Contracting Officer via Buyer, the Government and Buyer may terminate this Contract for default.
- (h) If Seller takes any action prohibited by this requirement or fails to take action required by this requirement, the Government and Buyer may terminate this Contract for default.
- (i) The Government Contracting Officer's decision as to the existence or

nonexistence of an actual or potential organizational conflict of interest shall be final.

- (j) Nothing in this requirement is intended to prohibit or preclude Seller from marketing or selling to the Government its product lines in existence on the effective date of this Contract; nor, shall this requirement preclude Seller from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) Seller shall promptly notify the Government Contracting Officer via Buyer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) Seller shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this Contract.
- (n) Compliance with this requirement is a material requirement of this Contract.

#### **8. Protection of the Vessel (NAVSEA) (SEP 1990)**

Seller shall exercise reasonable care, as agreed upon with Buyer, to protect the Vessel from fire and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its suppliers, particularly where such activities are undertaken in the vicinity of the Vessel's magazines, fuel oil tanks, or storage rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed between Buyer and Seller prior to performance of any Contract Work by Seller. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and Seller shall furnish Buyer with a "Gas Chemists' Certificate" before any hot work is performed.

**9. Qualifications of Contractor Nondestructive Testing (NDT) Personnel (NAVSEA) (APR 2004)**

(a) Seller and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 February 1999. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to Buyer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of NAVSEA (SEA 08). Because of health and safety considerations, such matters will continue to be handled by NAVSES (SEA 08).

**10. Small Business Subcontracting by Large Business Sellers**

(a) The Prime Contract requires that Buyer subcontract to small businesses, either directly or indirectly, a percentage of direct costs related to Prime Contract production work. This requirement may be met at any subcontracting tier.

(b) To facilitate Buyer's meeting the requirement of subparagraph (a), above, large business Sellers shall identify to Buyer the number of dollars that Seller pays to small businesses for services or supplies, and in each case, Seller shall identify any special category of the small business, *i.e.*, veteran-owned, service-disabled veteran-owned, disadvantaged, women-owned, or HUBZone small business.

(c) Buyer cannot "tier" profit or fee on any major subcontract (purchase order). "Tiering" is the adding of profit or fee to Seller's profit or fee. A "major subcontract" is a subcontract (purchase order) held by a large business Seller. There is one exception to this tiering prohibition, and that is when a large business Seller is awarded a fixed-price subcontract (purchase order) via competition. Therefore, large business Sellers shall identify the amount of profit or fee that is included in their proposals to Buyer if the subcontract (purchase order) was not competitively bid.

## 11. Travel Costs (NAVSEA) (MAR 2001)

(a) Seller shall not charge, and Buyer shall not pay, as an allowable cost under this Contract, any man-hour costs (whether straight-time or overtime) for Seller personnel or Seller's subcontractor personnel traveling to or from work sites, including travel to work sites other than Seller's facility for performance of this Contract.

(b) Workers being paid under this Contract, as Seller personnel or Seller's subcontractor personnel, shall complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before and after these workers' regular shifts and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives of Original Equipment Manufacturer ("OEM") representatives when specifically required by Buyer or Government work specifications.

(d) (i) Additionally, Seller shall not charge, and Buyer shall not pay, any transportation costs under this Contract associated with transporting Seller or Seller's subcontractor personnel between Seller's facility (or Seller's subcontractor's facility) and any other work site to perform scheduled ship availability or inter-availability work. Transportation costs include, but are not limited to, bus fare, carfare, train fare, or boat fare, paid by the work force or paid by Seller on behalf of the work force.

(d) (ii) Subparagraph (d)(i) does not preclude payments to Seller for allowable transportation costs incurred, such as those for bus and driver, to transport workers to a Government facility or other directed Government work site for performance of scheduled ship availability or inter-availability work. Transportation costs incurred in the replacement of personnel when such replacement is accomplished for Seller's or employee's convenience shall not be reimbursed by Buyer.

**12. Use of Black Oxide Coated Threaded Fasteners (BOCTFs) (Jan 2005)**

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

**13. Use of Power Grinders and Saws (NAVSEA) (SEP 1990)**

- (a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock-off devices. In addition, Seller agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this Contract, for use in performance of this Contract in Naval workplace areas shall be equipped with safety lock-off devices.
- (b) A "safety lock-off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock-off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock-off device and then to turn on the throttle. The lock-off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.
- (c) Devices, such as a "dead man control" or "quick-disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock-off devices.

**PART D: INCORPORATED FAR AND DFARS CLAUSES**

The following clauses are flowed down pursuant to the requirements of the Prime Contract.

The following clauses of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

FAR <http://www.arnet.gov/far>

DFARS <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

## 1. Definitions

The following terms will have the meanings indicated in each of the following FAR and DFARS clauses, unless the context indicates otherwise:

- (a) "Contract" means this Contract
- (b) "Contractor" means Seller
- (c) "Contracting Officer" means Buyer
- (d) "Government" means Buyer
- (e) "Subcontractor" means Seller's subcontractors

## 2. DFARS Clauses

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2004)
252.204-7000	Disclosure of Information (DEC 1991)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7004	Subcontracting With Firms that Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
252.211-7000	Acquisition Streamlining (DEC 1991)
252.211-7003	Item Identification and Valuation (JAN 2004)
252.215-7000	Pricing Adjustments (Dec 1991)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)

252.225-7001	Buy American Act and Balance of Payments Program (APR 2003)
252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
252.225-7012	Preference for Certain Domestic Commodities (JUN 2004)
252.225-7014	Preference for Domestic Specialty Metals (APR 2003) and Alternate I (APR 2003)
252.225-7015	Preference for Domestic Hand or Measuring Tools (APR 2003)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004)
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain (APR 2003)
252.225-7022	Restrictions on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (APR 2003)
252.225-7025	Restriction on Acquisition of Forgings (APR 2003)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (APR 2003)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
252.227-7013	Rights in Technical Data—Noncommercial Items (NOV 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
252.227-7019	Validation of Asserted Restrictions—Computer Software (JUN 1995)

252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030	Technical Data--Withholding of Payment (MAR 2000)
252.227-7034	Patents—Subcontracts (APR 1984)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
252.227-7039	Patents—Reporting of Subject Inventions (APR 1990)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.243-7002	Requests for Equitable Adjustment (MAR 1998)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000)
252.246-7001	Warranty of Data (DEC 1991)
252.247-7023	Transportation of Supplies by Sea (MAY 2002)
252.249-7002	Notification of Anticipated Termination or Reduction (DEC 1996)
252.251-7000	Ordering from Government Supply Sources (NOV 2004)

### **3. FAR Clauses**

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)



- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
- 52.204-2 Security Requirements (AUG 1996)
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JAN 2005)
- 52.211-5 Material Requirements (AUG 2000)
- 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- 52.215-2 Audit and Records—Negotiation (JUN 1999)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (JAN 2002) and Alternate I (OCT 2001)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (SEP 2000)

- 52.222-19 Child Labor—Cooperation with Authorities and Remedies (JUN 2004)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-7 Notice of Radioactive Materials (JAN 1997)
- 52.223-11 Ozone-Depleting Substances (MAY 2001)
- 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-8 Duty-Free Entry (FEB 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (DEC 2003)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-10 Filing Patent Applications—Classified Subject matter (APR 1984)
- 52.227-11 Patent Rights—Retention by the Contractor (Short Form) (JUN 1997)

- 52.227-12 Patent Rights—Retention by the Contractor (Long Form) JAN 1997)
- 52.227-13 Patent Rights—Acquisition by the Government (JAN 1997)
- 52.230-2 Cost Accounting Standards (APR 1998)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- 52.230-6 Administration of Cost Accounting Standards (NOV 1999)
- 52.232-9 Limitations on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-23 Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
- 52.234-1 Industrial Resources Developed Under Defense Production Act, Title III (DEC 1994)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-15 Stop-Work Order (AUG 1989) and Alternate I (APR 1984)
- 52.243-6 Change Order Accounting (APR 1984)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (DEC 2004)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 52.251-1 Government Supply Sources (APR 1984)