**NATIONAL STEEL AND SHIPBUILDING COMPANY**

SPECIAL TERMS AND CONDITIONS

**T-AKE PROGRAM**

**N00024-16-C-2224**

Rev 0 November 12, 2015

**PRIME CONTRACT CLAUSES – N00024-16-C-2224**

The following clauses are flowed down from Buyer’s Prime Contract with the Government. The defined terms in the MILGEN terms (as listed on the face of Buyer’s purchase order issued to Seller) apply to this document. Some of the terms may not be consistently capitalized within this Contract. *While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms.*

**Section A – Solicitation/Contract Form**–There are no flow-downs..

**Section B – Supplies or Services and Prices–**There are no flow-downs.

**Section C – Description and Specifications**

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

No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. If Seller desires to employ non-U.S. citizens in the performance of work under this Contract or agreement that requires access as specified in the preceding sentence, approval must be first obtained from the cognizant Contract Administration Office (CAO) through Buyer’s communication with the CAO.

### EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

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

**EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)** [*Modified by 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 Contract Work. The standard commercial warranty period shall begin upon the final acceptance of the applicable Contract Work. 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.

**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 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.

**SELLER SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)** [*Modified by Buyer*]

1. Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
2. Seller is 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.
3. Any of Seller’s personnel exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its obligations and shall not be an excusable delay as defined in FAR 52.249-14.

**Section D - Packaging and Marking**

**IDENTIFICATION MARKING OF PARTS - (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following: (1) Parts shall be marked in accordance with generally accepted commercial practice. (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**Section E - Inspection and Acceptance** [*Modified by Buyer*]

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

|  |  |
| --- | --- |
| 52.246-2 | INSPECTION OF SUPPLIES – FIXED PRICE (AUG1996) |
| 52.246-4 | INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) |
| 52.246-5 | INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES (APR 1984) |

**Section F - Deliveries or Performance**

**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**

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

1. 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.
2. 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.
3. 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.
4. 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.

### 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015) [Modified by 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, P.O. Box 8000, Corona, CA 92878-8000, Phone: (951) 898-3207, FAX: (951) 898-3250, Internet: <http://www.gidep.org>

**Section I - Contract Clauses**

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Procurement 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 NASSCO’s MILGEN terms; however, there may some instances where those conversions were not made for clauses were 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/Vfdfar1.htm>

**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”.**

**Note 2 – Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO”.**

**Note 3 – Insert “and Buyer” after “Government”.**

**Note 4 – Insert “or Buyer”) after “Government.**

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

**Note 6 – Insert “and Buyer” after “Contracting Officer”.**

**Note 7 – Insert “or Buyer’s Procurement Representative” after “Contracting Officer”.**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

**NUMBER TITLE NOTE DATE**

**52.202-1 DEFINITIONS** NOV 2013   
*No Note applies.*

**52.203-3 GRATUITIES** APR 1984   
*Note 3 applies in (c) and (d).*

**52.203-5 CONVENANT AGAINST CONTINGENT FEES** MAY 2014  
*Note 3 applies in (a).*

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** SEPT 2006   
*Applies if the Contract value exceeds $150,000. No Note applies.*

**52.203-7 ANTI-KICKBACK PROCEDURES** MAY 2014  
*Clause applies if the Contract value exceeds $150,000 and 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.*

**52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER   
ACTIVITY** MAY 2014  
*Note 3 applies to (b) and (c).*

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** MAY 2014   
*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 illegal or improper activity done by Seller.*

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** OCT 2010   
*Applies if the Contract value exceeds $150,000. Note 5 applies. Seller is to make disclosure to Buyer  
so that Buyer can fulfill the obligations under the Prime Contract.*

**52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT** APR 2010   
*Applies if this Contract exceeds $5,000,000 and the period of performance is more than 120 days.*

*Disclosures made under this clause shall be made directly to the Government entities identified in the clause.   
Clause does not apply to small businesses.*

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM** APR 2014  
**EMPLOYEES OF WHISTLEBLOWER RIGHTS**   
*No Note applies*.

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER** MAY 2011  
*Note 3 applies to (b).*

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS** JUL 2013  
*Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer   
so that Buyer and fulfill its reporting obligations under this clause. No Note applies.*

**52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS   
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT** AUG 2013  
*Applies if this Contract exceeds $30,000 and is not a subcontract for commercially available off the shelf items.   
Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.*

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** JUL 2013  
*No Note applies*.

**52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** DEC 2014*Note 3 applies*

**52.211-5 MATERIAL REQUIREMENTS** AUG 2000   
*Note 2 applies to (d) and (e).*

**52.215-2 AUDIT AND RECORDS—NEGOTIATION** OCT 2010  
*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.*

**52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA** AUG 2011  
*Applies if submission of certified cost or pricing data is required. Note 4 applies.   
Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.*

**52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA** OCT 2010  
*Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403. No Note applies.*

**52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS** OCT 2010  
*Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.*

**52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)**  
**OTHER THAN PENSIONS** JUL 2005  
*Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.*

**52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES**  
*Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.* OCT 1997

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR   
PRICING DATA-MODIFICATIONS**  OCT 2010  
*Note 5 applies.*

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS** OCT 2014  
*The plan should be provided to Buyer*.

**52.222-3 CONVICT LABOR** JUN 2003  
*No Note applies.*

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION** MAY 2014  
*Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.*

**52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES** JAN 2014  
*Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller’s violations.*

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES** APR 2015  
*No Note applies.*

**52.222-26 EQUAL OPPORTUNITY** APR 2015  
*Applies to Contract with value of $10,000 or more. Note 7 applies to (c)(3) and (c)(5).*

**52.222-29 NOTIFICATION OF VISA DENIAL** APR 2015

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS** JUL 2014  
*Applies to Contract with value of $100,000 or more*.

**52.222-37 EMPLOYMENT REPORTS ON VETERANS** JUL 2014  
*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.*

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** DEC 2010  
*No Note applies*.

**52.222-50 COMBATING TRAFFICKING IN PERSONS** MAR 2015  
*Note 5 applies except in (e) where Note 4 applies.*

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION** AUG 2013  
*Applies if this Contract exceeds $3,000. No Note applies.*

**52.223-6 DRUG-FREE WORKPLACE** MAY 2001  
*Note 5 applies except Note 4 applies in (d).*

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** AUG 2011  
*No Note applies.*

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** JUN 2008  
*No Note applies.*

**52.227-1 AUTHORIZATION AND CONSENT** DEC 2007  
*No Note applies. Government and Contracting Officer remain unchanged.*

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** DEC 2007  
*Applies if Contract value exceeds $150,000; Note 5 applies to (a) and (b).*

**52.230-2 COST ACCOUNTING STANDARDS** MAY 2014  
*Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.*

**52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES** MAY 2014

**52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS** JUN 2010  
*Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.*

**52.232-23 ASSIGNMENT OF CLAIMS** MAY 2014  
*Note 2 applies for (c).*

**52.232-39 Unenforceability of Unauthorized Obligations** JUN 2013  
*No Note applies*.

**52.232-40 Providing AcceleraTED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** DEC 2013  
*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.*

**52.233-3 PROTEST AFTER AWARD** AUG 1996  
*Note 2 applies except in (e) where Note 3 applies.*

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** OCT 2004  
*No Note applies.*

**52.242-13 BANKRUPTCY** JUL 1995  
*Note 2 applies.*

**52.243-1 CHANGES—FIXED PRICE** AUG 1987  
*Note 2 applies.*

**52.243-7 NOTIFICATION OF CHANGES** APR 1984

**52.244-2 SUBCONTRACTS** OCT 2010  
*Note 5 applies. Buyer acts as the intermediary for the Government*.

**52.244-5 COMPETITION IN SUBCONTRACTING** DEC 1996  
*No Note applies.*

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** APR 2012  
*Clause is applicable when Government terminates the Prime Contract.*

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** APR 1984

**52.249-6 TERMINATION (COST-REIMBURSEMENT)** MAY 2004  
*Clause is applicable when Government terminates the Prime Contract.*

**52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)** APR 1984

**52.249-14 EXCUSABLE DELAYS** APR 1984  
*Note 2 applies to (b)(2) and Note 7 applies to (c).*

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** SEPT 2011  
*No Note applies*.

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE** DEC 2008  
**CONTRACT-RELATED FELONIES**   
*Applies if this Contract exceeds $150,000. Note 5 applies*.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** SEP 2013  
*No Note applies.*

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)** JAN 2015  
*No Note applies*.

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** APR 1992  
*No Note applies.*

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)** OCT 2015

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION** NOV 2013

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT (DEVIATION 2016-O0001)**

*Note 7 applies*. OCT 2015

**252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS** FEB 2014

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE   
GOVERNMENT OF A TERRORIST COUNTRY** DEC 2014  
*Note 5 applies for (b)*.

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION** DEC 2013

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS** NOV 2005

**252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS** DEC 2012

**252.223-7004 DRUG FREE WORK FORCE** SEP 1988  
*No Note applies*.

**252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS** SEP 2014

**252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND** OCT 2010  
**CANADA--SUBMISSION AFTER AWARD***Note 5 applies*.

*Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada per 252.225-7003 (OCT 2015)*

**252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS** MAR 2013

**252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING** OCT 2014  
**SPECIALTY METALS**  
*Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).*

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** FEB 2013  
*No Note applies*.

**252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE**

**OF THE UNITED STATES** JUN 2015

**252.225-7048 EXPORT-CONTROLLED ITEMS** JUN 2013  
*No Note applies*.

252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS FEB 2014  
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and  
Computer Software to be delivered under the Contract.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND FEB 2014  
NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION  
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer   
Software to be delivered under the Contract.

252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS FEB 2014  
No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and   
Computer Software to be delivered under the Contract.

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION JAN 2011  
No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and   
Computer Software to be delivered under the Contract..

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE SEP 2011  
Note 4 and Note 7 apply. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data   
and Computer Software to be delivered under the Contract.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MAY 2013  
MARKED WITH RESTRICTIVE LEGENDS  
No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and   
Computer Software to be delivered under the Contract.

**252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE** APR 1988  
*No Note applies.*

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT MAR 2000  
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and   
Computer Software to be delivered under the Contract.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA JUN 2013  
Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and   
Computer Software to be delivered under the Contract.

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES** DEC 1991  
*No Note applies*.

**252.232-7010 LEVIES ON CONTRACT PAYMENTS** DEC 2006  
*Note 2 applies*.

**252.239-7018 SUPPLY CHAIN RISK** NOV 2013

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS** DEC 1991  
*Note 5 applies*.

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** DEC 2012  
*Note 5 applies*.

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA** APR 2014  
*Note 5 applies.*

**252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA** MAR 2000  
*Note 5 applies.*