**ADDITIONAL PROVISIONS FOR ORDERS ISSUED PURSUANT TO THE
USS RAMAGE (DDG 61) EXTENDED SELECTED RESTRICTED AVAILABILITY, N00024-16-C-4402**

**INGALLS SHIPBUILDING DIVISION SUPPLEMENT**

***(This document is to be used in conjunction with Huntington Ingalls Incorporated form SBF P9328, GENERAL PROVISIONS FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS, for Orders issued by the Ingalls Shipbuilding division.)***

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1. **GOVERNMENT SURPLUS PROPERTY.**  [**(back to top)**](#TOP_of_TOC)

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

1. **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE.** [**(back to top)**](#TOP_of_TOC)
	1. Performance under this Order 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 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 the Government’s Contracting Officer. Upon modification of the Prime Contract by the Government, Buyer may correspondingly unilaterally modify this Order to list those third parties with which SELLER has agreement(s).
	2. 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 the 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, 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.
	3. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which SELLER has access in the performance of this Order that contains proprietary or other restrictive markings.
	4. SELLER agrees that it will promptly notify BUYER of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this Order to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
	5. SELLER shall include this requirement in subcontracts of any tier which involve access to information covered by subparagraph A, substituting “subcontractor” for “SELLER” where appropriate.
	6. Compliance with this requirement is a material requirement of this Order.
2. **ACCESS TO VESSELS BY NON U.S. CITIZENS.** [**(back to top)**](#TOP_of_TOC)
	1. 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. SELLER shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of the award of the Prime Contract to Buyer: September 12, 2016.
	2. If SELLER desires to employ non-U.S. citizens in the performance of work under this Order that requires access as specified in subparagraph A of this requirement, approval of the Contracting Officer under the Prime Contract must be obtained prior to access. To request such approval for non-U.S. citizens of friendly countries, SELLER shall submit to BUYER, an Access Control Plan (ACP) that shall contain as a minimum, the following information:
		1. Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on BUYER’s facilities and when performing work aboard ship.
			1. Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
			2. Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulation and instructions.
			3. A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
			4. A badge or pass check must be performed at all points of entry to the BUYER’s facilities or by a site supervisor for work performed on vessels outside BUYER’s plant.
		2. SELLER’s plan for ascertaining citizenship and for screening employees for security risk.
		3. Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
		4. SELLER’s plan for ensuring subcontractor compliance with the provisions of the SELLER’s ACP.
		5. These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict SELLER in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
	3. To request approval for non-U.S. citizens of hostile and/or communist- controlled countries (Listed in Department of Defense Industrial Security Manual, COC 5220.22M or available from cognizant CAO), SELLER shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by SELLER, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP’s for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, SELLER must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.
	4. SELLER shall fully comply with approved ACPs. Noncompliance by SELLER or its subcontractors serves to cancel any authorization previously granted, in which case SELLER shall be precluded from the continued use of non-U.S. citizens on this Order until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government’s interests are protected. Further, the Government and BUYER reserve the right to cancel previously granted authority when such cancellation is determined to be in the Government’s or BUYER’s best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this Order may be terminated for default.
	5. SELLER shall have full responsibility for the proper administration of the approved ACP for all work performed under this Order, regardless of the location of the vessel, and must ensure compliance by all of its subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
	6. In the event SELLER does not intend to employ non-U.S. citizens in the performance of the work under this Order, 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 work on the vessel’s equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
	7. The same restriction as in paragraph (F) above applies to other than non-U.S. citizens who have access to the BUYER’s facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).
3. **INDEMNIFICATION FOR ACCESS TO VESSEL.** [**(back to top)**](#TOP_of_TOC)

Notwithstanding any other provision of this Order, Seller agrees to allow officers, employees, subcontractors and associates of the Buyer and 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 Order price.

1. **DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING.** [**(back to top)**](#TOP_of_TOC)

Attention of SELLER is directed to the “OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970” (29 USC 651-678), 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 Order on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this Order shall be construed as relieving SELLER from any obligations that it may have for compliance with the aforesaid regulations.

1. **EXTENSION OF COMMERCIAL WARRANTY.** [**(back to top)**](#TOP_of_TOC)

SELLER shall extend to BUYER and the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to BUYER and the Government. 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 Product. Acceptance of the standard commercial warranty does not waive the BUYER’s or Government’s rights under the “Inspection” clause, nor does it limit BUYER’s rights with regard to other terms and conditions of this Order. In the event of a conflict, the terms and conditions of this Order shall take precedence over the standard commercial warranty.

1. **MARKING AND PACKING LIST(S).**  [**(back to top)**](#TOP_of_TOC)
	* + 1. Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
			2. 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 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.
			3. 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.
			4. 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

1. **LIAISON PERSONNEL.** [**(back to top**](#TOP_of_TOC)**)**

The delivery of the Products in strict accordance with the specifications and delivery schedule is of paramount importance. To assure attainment of this requirement, the parties agree that BUYER may, at its option, assign representatives from Engineering, Manufacturing, Quality Assurance, Procurement, or other specialties as necessary as resident or itinerant representatives to be located at SELLER’s plant. SELLER shall at no cost to BUYER, provide adequate office space and equipment for BUYER liaison personnel at its plant during the performance of this Order.

1. **QUALIFICATION OF SELLER NONDESTRUCTIVE TESTING (NDT) PERSONNEL.** [**(back to top)**](#TOP_of_TOC)

Any NDT SELLER (as hereinafter defined) shall utilize for the performance of required Nondestructive Testing (NDT) (which includes radiography, magnetic particle, liquid penetrant, eddy current, ultrasonic inspections and visual inspections) 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, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request. The term “NDT SELLER” is defined to be a first tier subcontractor performing NDT in conjunction with the production of materials, components, or equipments for the vessel(s).

1. **TER****MINATION FOR CONVENIENCE.** [**(back to top)**](#TOP_of_TOC)

A. Buyer may terminate this Order in whole or in part at any time for its sole convenience. Buyer will terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, Seller shall immediately proceed with the following obligations:

(i) stop work as specified in the notice;

(ii) place no further subcontracts or orders (referred to as subcontracts in this clause); and

(iii) terminate all subcontracts to the extent they relate to the work terminated.

B. Buyer’s sole obligation to Seller in the event of a termination for convenience shall be to pay Seller a percentage of the Order price corresponding with the percentage of the terminated work actually performed prior to the notice of termination, plus Seller's reasonable expenses incurred as a direct result of the termination. No amount will be allowed for anticipated profit on the terminated work. The amount paid shall be reduced by the reasonable resale or salvage value of any undelivered work or uncompleted work in progress. Seller shall submit to Buyer supporting documentation in sufficient detail to justify any termination payments requested from Buyer. Seller will not be paid for any work performed or costs incurred that could reasonably have been avoided.

1. **SUSPENSION OF WORK.** [**(back to top)**](#TOP_of_TOC)

Buyer may, by written notice, suspend work under this Order at any time. Upon receipt of such notice, Seller shall immediately comply with its terms and, during the work suspensions, take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the suspension notice. If the suspension of work ordered under this provision results in an increase in the time required for, or in Seller's cost properly allocable to the performance of any part of this Order, Buyer shall make an adjustment in the delivery schedule or Order price or both. Seller shall assert its right to an adjustment no later than 20 days after the work suspension is lifted.

1. **MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE.** [**(back to top)**](#_top)
	1. General
		1. Seller shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
		2. Nothing contained in this provision 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 Order. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
		3. Materials contained in ship systems are not waste until after removal from the system.

B. Identification of Hazardous Wastes

The specifications of this Order identifies the types and amounts of hazardous wastes that are required to be

removed by Seller, or that are expected to be generated, during the performance of work under this Order.

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 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 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, Buyer and Seller 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 and Buyer 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 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 the provision of this Order entitled "DISPUTES.” However, Seller shall not stop any work but shall continue with performance of all work under this Order 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 on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. Seller shall obtain concurrence with the categorization of 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 for forwarding to the NSA 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 State in which the availability will be performed, the Seller shall notify Buyer within two business days of receipt of written notification by the State. After obtaining Buyer’s and the Government’s approval, Seller shall use the Navy site generator identification number and insert in the remarks block the Seller generator identification number issued for the site where its main facilities are located. For purposes of paragraph C(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Seller’s site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, Seller shall prepare the Uniform Hazardous Waste Manifest described in paragraph C(6) above and present it to the designated Buyer representative for completion.
1. **FAR/DFARS – PROVISIONS INCORPORATED BY REFERENCE.** [**(back to top)**](#TOP_of_TOC)
	1. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text, and supersede and replace all FAR and DFARS clauses incorporated by reference in the provision titled FAR/DFARS CLAUSES/PROVISIONS in BUYER’s Form SBF P9328, General Provisions for Orders under U.S. Government Contracts.
	2. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms “Contractor” means “SELLER,” “Contracting Officer” means “BUYER,” “Contract” means this Order and “Government” means “BUYER or the Government.” However, the words “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative.
	3. Applicable thresholds include Truth in Negotiation Act Threshold (TINA) at $700,000; Simplified Acquisition Threshold (SAT) at $150,000; and Micro-purchase Threshold at $3,000.
	4. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the “Disputes clause,” the dispute shall be disposed of in accordance with the provision entitled “Disputes” in this Order.
	5. The full text of a clause may be accessed electronically at <http://farsite.hill.af.mil>.

| CLAUSE NUMBER | CLAUSE NAME | CLAUSE DATE |
| --- | --- | --- |
| **FAR** | **Federal Acquisition Regulation**  |  |
| 52.202-1 | Definitions *(“solicitation” means the Buyer’s customer’s solicitation under which the Order is issued)* | (Nov 2013) |
| 52.203-3 | Gratuities *(“Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any officer or employee of the Government”))*. | (Apr 1984) |
| 52.203-5 | Covenant Against Contingent Fees | (May 2014) |
| 52.203-6\* | Restrictions on Subcontractor Sales to the Government *(applies to Orders over Simplified Acquisition Threshold (SAT)) (Alt 1 applies to commercial items)* | (Sep 2006) |
| 52.203-7\* | Anti-Kickback Procedures *(applies to Orders over SAT) (Alt 1 applies to commercial items)* | (May 2014) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | (May 2014) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | (May 2014) |
| 52.203-12\* | Limitation on Payments to Influence Certain Federal Transactions *(applies to Orders over $150,000)* | (Oct 2010) |
| 52.203-17 | Contractor Employee Whistleblower Rights and RequirementTo Inform Employees of Whistleblower Rights (*applies to Orders over SAT*) | (Apr 2014) |
| 52.204-4 | Printed or Coped Double-Sided on Postconsumer Fiber Content Paper | (May 2011) |
| 52.204-9\* | Personal Identity Verification of Contractor Personnel | (Jan 2011) |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | (Oct 2015) |
| 52.209-6\* | Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (*applies to Orders that exceed $35,000, except COTS items)* | (Oct 2015) |
| 52.211-6 | Brand Name or Equal | (Oct 2015) |
| 52.211-15\* | Defense Priority and Allocation Requirement | (Apr 2008) |
| 52.211-17 | Delivery of Excess Quantities | (Sep 1989) |
| 52.215-2\* | Audit And Records – Negotiation*(applies to Orders over the SAT)* | (Oct 2010) |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data – Modifications  | (Aug 2011) |
| 52.215-13\* | Subcontractor Cost or Pricing Data – Modifications | (Oct 2010) |
| 52.215-14\* | Integrity of Unit Prices and Alt I (Oct 1997) *(applies to Orders over the SAT, delete paragraph(b))* | (Oct 2010) |
| 52.215-15\* | Pension Adjustments and Asset Reversions(*applies to Orders over the TINA threshold)* | (Oct 2010) |
| 52.215-18\* | Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (*applies to Orders over the TINA threshold)* | (Jul 2005) |
| 52.215-19\* | Notification of Ownership Changes | (Oct 1997) |
| 52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data | ((Oct 2010) |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (*including Alt II)*  | (Oct 2010) |
| 52.219-8\* | Utilization of Small Business Concerns *(applies to Orders over the SAT threshold except for personal services or performed entirely outside United States)* | (Oct 2014) |
| 52.219-9\* | Small Business Subcontracting Plan *(applies to Orders over $700,000 except commercial items and small businesses)* | (Oct 2015) |
| 52.222-1 | Notice to 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 | (May 2014) |
| 52.222-19 | Child Labor – Cooperation with Authorities and Remedies (*except paragraph (a)*) | (Feb 2016) |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 | (May 2014) |
| 52.222-21\* | Prohibition on Segregated Facilities | (Apr 2015) |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation (*applies to first-tier awards only over $10 million*). | (Feb 1999) |
| 52.222-26\* | Equal Opportunity | (Apr 2015) |
| 52.222-35\* | Equal Opportunity for Veterans*(applies to Orders of $150,000 or more)* | (Oct 2015) |
| 52.222-36\* | Affirmative Action for Workers with Disabilities *(applies to Orders over $15,000)* | (Jul 2014) |
| 52.222-37\* | Employment Reports on Veterans *(applies to Orders of $150,000 or more).* | (Feb 2016) |
| 52.222-40\* | Notification of Employee Rights Under the National Labor Relations Act | (Dec 2010) |
| 52.222-50\* | Combating Trafficking in Persons | (Mar 2015) |
| 52.222-54\* | Employment Eligibility Verification | (Oct 2015) |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | (Jan 1997) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information (*applies only when work will be performed on a Government installation*) | (May 2011) |
| 52.223-11 | Ozone-Depleting Substances | (May 2001) |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | (May 1995) |
| 52.223-15 | Energy Efficiency in Energy Consuming Products | (Dec 2007) |
| 52.223-18\* | Encouraging Contractor Policies to Ban Text Messaging While Driving | (Aug 2011) |
| 52.223-19 | Compliance with Environmental Management Systems | (May 2011) |
| 52.225-13\* | Restrictions on Certain Foreign Purchases  | (Jun 2008) |
| 52.227-1\* | Authorization and Consent(*applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)* | (Dec 2007) |
| 52.227-2\* | Notice and Assistance Regarding Patent and Copyright Infringement *(applies to Orders over the SAT threshold)*  | (Dec 2007) |
| 52.227-3 | Rights to Proposal Data (Technical) | (Jun 1987) |
| 52.228-5\* | Insurance – Work on a Government Installation (*applies to Orders requiring work on a Government installation*) | (Jan 1997) |
| 52.232-17 | Interest | (May 2014) |
| 52.232-39 | Unenforceability of Unauthorized Obligations | (Jun 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (*applies to Orders issued to small business concerns)* | (Dec 2013) |
| 52.237-2 | Protection of Government Buildings, Equipment and Vegetation (*requirements of this clause apply* *to both Buyer’s and its customer’s property*) | (Apr 1984) |
| 52.242-15 | Stop Work Order | (Aug 1989) |
| 52.243-7 | Notification of Changes (*insert five (5) in paragraph (b))* | (Apr 1984) |
| 52.244-6\* | Subcontracts for Commercial Items  | (Feb 2016) |
| 52.245-1\* | Government Property – Alternate I | (Apr 2012) |
| 52.247-68 | Report of Shipment (REPSHIP) | (Feb 2006) |
| 52.248-1\* | Value Engineering *(applies to Orders of $150,000 or more except as specified in FAR 48.201(a))**(substitute “Buyer” for “Contracting Officer” and “Government” throughout, except where used in the term “Government costs” and in paragraph (m) where “Govern­ment” shall mean “Government and/or Buyer.”* ) | (Oct 2010) |
| 52.249-2 | Termination for Convenience for the Government (Fixed-Price) *(in paragraph “c” change from “120” to “60” and paragraph “e” change from one year to six months.)* | (Apr 2012) |
|  |  |  |
| **DFARS** | **Defense Federal Acquisition Regulation Supplement** |  |
| 252.203-7001\* | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (*applies to Orders over the SAT threshold except commercial items*) | (Dec 2008) |
| 252.203-7002\* | Requirement to Inform Employees of Whistleblower Rights | (Sep 2013) |
| 252.203-7003 | Agency Office of the Inspector General | (Dec 2012) |
| 252.203-7004\* | Display of Hotline Posters(*applies to Orders over $5,500,000*) | (Oct 2015) |
| 252.204-7000\* | Disclosure of Information  | (Aug 2013) |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information | (Dec 2015) |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | (Dec 2015) |
| 252.204-7012\* | Safeguarding Covered Defense Information and Cyber Incident Reporting  | (Dec 2015) |
| 252.204-7014 | Limitations on the Use or Disclosure of Information Litigation Support Contractors | (Feb 2014) |
| 252.204-7015 | Disclosure of Information to Litigation Support Contractors | (Feb 2014) |
| 252.211-7000 | Acquisition Streamlining (*applies to Orders over $1.5 million)* | (Oct 2010) |
| 252.211-7003 | Item Identification and Valuation (*applies to Orders when any item is listed as requiring unique item identification*) | (Mar 2016) |
| 252.211-7005 | Substitutions for Military or Federal Specifications and Standards | (Nov 2005) |
| 252.211-7006 | Passive Radio Frequency Identification | (Sep 2011) |
| 252.211-7007 | Reporting of Government-Furnished Property | (Aug 2012) |
| 252.217-7003 | Changes | (Dec 1991) |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) – Basic(*supplements FAR 52.219-9 above*) | (Mar 2016) |
| 252.223-7001 | Hazard Warning Labels | (Dec 1991) |
| 252.223-7004 | Drug Free Work Force | (Sep 1988) |
| 252.223-7008\* | Prohibition of Hexavalent Chromium | (Jun 2013) |
| 252.225-7001 | Buy American and Balance of Payments Program – Basic | (Nov 2014) |
| 252.225-7002 | Qualifying Country Sources as Subcontractors | (Dec 2012) |
| 252.225-7004 | Report of Intended Contract Performance Outside the United States and Canada – Submission After Award (*applies to Orders over $700,000 and could be performed in United States or Canada*) | (Oct 2015) |
| 252.225-7009\* | Restriction on Acquisition of Certain Articles Containing Specialty Metals *(except paragraph (d) and (e)(1); Sellers utilizing the minimal content exception in paragraph (c)(6) shall submit a “Good Faith Estimate” on a form designated by Buyer)* | (Oct 2014) |
| 252.225-7012 | Preference for Certain Domestic Commodities(*applies to Orders over the SAT threshold*) | (Feb 2013) |
| 252.225-7013\* | Duty-Free Entry—Basic  | (Nov 2014) |
| 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools | (Jun 2005) |
| 252.225-7016\* | Restriction on Acquisition of Ball And Roller Bearings (*commercial items and items not containing ball or roller bearings are exempt*)  | (Jun 2011) |
| 252.225-7019\* | Restriction on Acquisition of Anchor and Mooring Chain (*applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter*) | (Dec 2009) |
| 252.225-7021 | Trade Agreements – Basic | (Oct 2015) |
| 252.225-7025\* | Restriction on Acquisition of Forgings(*applies to forged items or items containing forged items*) | (Dec 2009) |
| 252.225-7030 | Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate | (Dec 2006) |
| 252.225-7031 | Secondary Arab Boycott of Israel | (Jun 2005) |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (*applies to Orders over the SAT*) | (Jun 2005) |
| 252.225-7048\* | Export-Controlled Items | (Jun 2013) |
| 252.226-7001\* | Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns(*applies to Orders exceeding $500,000*) | (Sep 2004) |
| 252.227-7013\* | Rights in Technical Data – Noncommercial Items  | (Feb 2014) |
| 252.227-7015\* | Technical Data–Commercial Items  | (Feb 2014) |
| 252.227-7016\* | Rights in Bid or Proposal Information  | (Jan 2011) |
| 252.225-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | (May 2013) |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | (Jan 1995) |
| 252.227-7037\* | Validation of Restrictive Markings on Technical Data  | (Jun 2013) |
| 252.243-7001 | Pricing of Contract Modifications | (Dec 1991) |
| 252.243-7002 | Requests for Equitable Adjustment | (Dec 2012) |
| 252.244-7000\* | Subcontracts for Commercial Items (*supplements FAR 52.244-6*) | (Jun 2013) |
| 252.246-7000 | Material Inspection and Receiving Report | (Mar 2008) |
| 252.246-7003\* | Notification of Potential Safety Issues (*applies to Orders that Items are identified as: (i) critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system*) | (Jun 2013) |
| 252.246-7006 | Warranty Tracking of Serialized Items | (Jun 2011) |
| 252.247-7021 | Returnable Containers Other Than Cylinders | (May 1995) |
| 252.247-7023\* | Transportation of Supplies By Sea (*applies to Orders over the SAT; below the SAT only paragraphs (a) through (e), and (h), apply*) | (Apr 2014) |
| 252.247-7024\* | Notification of Transportation of Supplies By Sea (*applies to Orders for noncommercial items*) | (Mar 2000) |

 \* Denotes mandatory flow down where applicable.