
SUBCONTRACT CLAUSES

Supply

PBCDF-RFP--

(description)

SECTION I SUBCONTRACT CLAUSES

SECTION I – SUBCONTRACT CLAUSES

This Subcontract incorporates Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFAR) requirements by reference, with the same force and effect as if they were given in full text. The FAR and DFAR clauses may be found on the internet at <http://farsite.hill.af.mil/>. However, upon request, the WDC Subcontract Administrator will make the full text of the requirements available.

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	DEFINITIONS	3
2	GENERAL	3
3	APPROVALS	4
4	SUCCESSORS, ASSIGNS, AND SET-OFFS	4
5	PASSAGE OF TITLE AND LIENS	5
6	WORK ON WDC, GOVERNMENT, OR OTHER PREMISES	5
7	PUBLIC RELEASE OF INFORMATION	6
8	LOWER-TIER SUBCONTRACTS	6
9	DISPUTES	7
10	COMPLIANCE	7
11	WORKER'S COMPENSATION COVERAGE AND INDEMNITY	7
12	GRATUITIES	7
13	WDC POLICY ON OPPORTUNITY	7
14	WARRANTY	8
15	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF	8
16	APPLICABLE CLAUSES FROM THE FAR AND DFAR	8
17	RESERVED	16
18	RESERVED	16
19	DELETED	16
20	DELETED	16
21	ADDITIONAL CERTIFICATIONS	16

SECTION I SUBCONTRACT CLAUSES

ARTICLE 1 - DEFINITIONS

Whenever used in this document with initial capitalization, the following definitions shall be applicable unless the context indicates otherwise:

- A. "Subcontractor" or "contractor" shall mean the person or organization entering into this Subcontract with WDC.
- B. "Sub-tier Subcontractor" or "lower-tier Subcontractor" shall mean any Subcontractor or supplier of any tier that supplies goods and/or services to the Subcontractor in connection with the Subcontractor's obligations under this Subcontract.
- C. "WDC" or "Washington Demil" shall mean Washington Demilitarization Company, LLC, a business unit of Washington Group International, or its duly authorized representative or representatives and shall be abbreviated "WDC".
- D. "Government" shall mean the United States of America including the United States Department of Defense (DoD) and its duly authorized representatives.
- E. "DoD" or "DOD" shall mean the United States Department of Defense or any duly authorized representative thereof, including any successor or predecessor agency thereof, including the Subcontracting Officer.
- F. "Contracting Officer" shall mean the Government official executing the Government prime Subcontract between WDC and DoD and includes any appointed successor or authorized representative thereof.
- G. "Subcontract Administrator" shall mean the duly authorized representative(s) of WDC who will administer this Subcontract.
- H. "Oversight" or "Technical Point of Contact (TPOC)" shall mean the technical/field representative of WDC who will chair progress meetings, and coordinate outages, permits, WDC inspections and other technical matters.
- I. "Work" or "Effort" shall mean the provision of labor, equipment, materials, plant, supervision, supplies, services, and vendor data and the performance of other obligations by the Subcontractor and its sub-tier Subcontractors and all work performed with respect thereto, pursuant to this Subcontract. "Work" or "Effort" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- J. "Vendor Data" shall mean any and all information, data and documentation to be provided by the Subcontractor and its sub-tier Subcontractors under this Subcontract.

ARTICLE 2 - GENERAL

A. This Subcontract, which term shall be deemed to include related plans, drawings, specifications, and other documents, contains the entire agreement and understanding between the parties as to the subject matter of this subcontract, and merges and supersedes all prior agreements, understandings, commitments, representations, writings, and discussions between them.

Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of this Subcontract. The parties agree that recourse may not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Subcontract. No modification,

SECTION I SUBCONTRACT CLAUSES

alteration, waiver, or other provisions, which are inconsistent with or in addition to the provisions of this Subcontract, shall have any force or effect unless WDC shall accept the same in writing with specific reference to this Subcontract.

B. The failure of either party to enforce at any time any of the provisions of this Subcontract or to exercise their rights under this Subcontract or to require at any time performance by the other party of any of such provisions shall in no way be construed to be a waiver of such rights or provisions, nor in any way to affect the validity of this Subcontract or any parts thereof, or the right of either party thereafter to enforce each and every right or provision.

C. The headings used in this subcontract are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in this subcontract.

D. All references herein to the DoD FAR Supplement (DFAR) or Federal Acquisition Regulations (FAR) are those in effect on the date of this Order, the date specified in the prime contract or another date as specified in the regulation.

E. The Subcontractor shall perform all Work pursuant to this Subcontract as an independent Subcontractor. If any part of the Work is subcontracted by the Subcontractor, the Subcontractor is responsible for having that subcontracted Work comply with the terms of this Subcontract. No act or order of WDC shall be deemed to be an exercise or supervision or control of performance hereunder. No provision of this Subcontract and no action taken by WDC under this Subcontract shall be construed to make or constitute WDC the employer or joint employer of any of the employees of the Subcontractor or any lower-tier subcontractor.

F. Any inconsistency between provisions of this Subcontract shall be promptly brought to the attention of the Subcontract Administrator, prior to any action related thereto by the Subcontractor.

G. Order of Precedence - Any inconsistency in this solicitation or Subcontract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Subcontract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The specifications.

ARTICLE 3 - APPROVALS

The approval by WDC of designs, work drawings, specifications, reports, or any other data submitted by the Subcontractor hereunder shall not affect or relieve the Subcontractor from any responsibility to furnish said items in full conformance with the requirements of this subcontract.

ARTICLE 4 – SUCCESSORS, ASSIGNS, AND SETOFFS

This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any. WDC or parent company, may sell, assign, or transfer this Subcontract, in its entirety, to its successors, subsidiaries, affiliate companies, or to such party as the Government may designate to perform WDC's obligations hereunder, upon ninety days written notice to Subcontractor. Upon notice to the Subcontractor that the Government has accepted or

SECTION I SUBCONTRACT CLAUSES

designated an assignment of this Subcontract, WDC shall be relieved of all responsibility hereunder and the Subcontractor shall thereafter look solely to such assignee for performance of WDCs obligations.

Excepting an assignment of claim made pursuant to FAR 52.232-23, if incorporated into this Subcontract, the Subcontractor shall not sell, assign, or transfer any interest herein, or claims hereunder without the written consent of WDC.

Notwithstanding anything herein, WDC shall be entitled at any and all times to set off against any amounts payable at any time by WDC hereunder any amount owing from the Subcontractor to WDC under this subcontract.

ARTICLE 5 - PASSAGE OF TITLE AND LIENS

THIS ARTICLE APPLIES TO ANY SUPPLIES FURNISHED UNDER THIS SUBCONTRACT

A. Except as may be specified elsewhere in this Subcontract, title to Material and Supplies shall pass to the Government at time of acceptance of the Work by WDC.

B. The Subcontractor agrees to furnish the Work free and clear of all liens, claims, or encumbrances. In the event that a lien of any nature shall at any time be filed against the Work or the Subcontractor's or a lower-tier subcontractor's facility by any person, fire, or corporation which has supplied equipment, material, services or data, the Subcontractor agrees promptly, on demand of WDC and at the Subcontractor's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. The Subcontractor agrees to save WDC harmless from all liens, claims, or demands in connection with the Work.

C. Except as otherwise provided in this Subcontract,

(1) The Subcontractor shall be responsible for the loss or destruction of, or damage to the Supplies until delivered at the designated delivery point, regardless of the point of inspection.

(2) After delivery to WDC at the designated point and prior to acceptance or rejection by WDC, the Subcontractor shall be responsible for the loss or destruction of or damage to the Supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of WDC or the Government acting within the scope of their employment, and

(3) The Subcontractor shall bear all risks as to rejected Supplies after rejection.

ARTICLE 6 - WORK ON WDC, GOVERNMENT, OR OTHER PREMISES

As to the Work to be done or performed by the Subcontractor on premises owned or controlled by WDC, the Government, or the premises of other WDC subcontractors:

A. The Subcontractor assumes responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death), or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the acts of the Subcontractor, its lower-tier subcontractors, agents, or employees. The Subcontractor will indemnify and save harmless WDC from and against any and all claims, demands, actions, causes of actions, suits, damages, expenses (including reasonable attorney fees), and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable to acts or omissions of the Subcontractor during Subcontract performance or its lower-tier subcontractors, agents, or employees.

SECTION I SUBCONTRACT CLAUSES

B. The Subcontractor shall procure or cause to be procured at its own expense, and shall likewise maintain or cause to be maintained, while any work is being performed, and for such period thereafter as may be necessary under the circumstances, insurance sufficient to protect the Subcontractor, WDC, and other WDC subcontractors against all liability with respect to bodily injury or death, or property loss or damage, which may be imposed by law upon the Subcontractor or which is assumed by the Subcontractor under this Subcontract. Such insurance shall be in the amounts specified in Clause H-6 of this Subcontract, with such companies, and in such forms as are satisfactory to WDC, and shall provide for at least thirty (30) days prior written notice to WDC of cancellation thereof. All such policies of insurance shall contain an article reading substantially as follows: "The insurer waives any rights of subrogation against WDC, a subsidiary of Washington Group International, its subcontractors and suppliers, and the United States of America which might arise by reason of any payment under this policy." Certificates of such insurance shall be furnished to WDC prior to the commencement of any work by or for the Subcontractor. The Subcontractor shall not be relieved of liability assumed pursuant to this article by reason of the procurement, maintenance, limits, or overages of any insurance policies whether or not approved by WDC.

C. The Subcontractor agrees to comply (and require its lower-tier subcontractors to comply) with all applicable laws, rules, and regulations with respect to Workers/Workmen's Compensation or occupational disease, or withholding and payment of social security and federal income taxes. The Subcontractor further agrees to indemnify WDC against, and to save and hold harmless WDC from, any and all liability and expense with respect to claims against WDC or the Government which may result from the failure or alleged failure of the Subcontractor or of any of its lower-tier subcontractors to comply therewith.

D. The Subcontractor shall insert the substance of this article, including this Paragraph (D), in all lower-tier subcontracts under this Subcontract that require work on any installation described in the note at the start of this article and shall require lower-tier subcontractors to provide and maintain the insurance required in the Certificate of Insurance or elsewhere in this Subcontract. At least five (5) days before entry of each such lower-tier subcontractor's personnel on the Government installation, then Subcontractor may be required to furnish (or ensure that there has been furnished) to WDC a current Certificate of Insurance, meeting the requirements of Paragraph (B) of this clause, for each such lower-tier subcontractor.

E. Should performance by the Subcontractor of work hereunder result in a fine or penalty against WDC as the Prime Contractor, the Subcontractor agrees to reimburse WDC the amount of any such fine or penalty directly attributable to the Subcontractor. Should such fine or penalty be assessed directly against the Subcontractor, allowability will be governed in accordance with the provisions of FAR 31.205-15. Should the parties be unable to reach agreement on responsibility for the amount of any fine or penalty, such disagreement will be resolved in accordance with the provisions of the clause hereof entitled Disputes.

ARTICLE 7 - PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, announcements, denial, or confirmation of same, or items of a similar nature, relating to this subcontract and/or the PBCDF project, which the Subcontractor desires to release or publish, shall be submitted to WDC for approval two weeks prior to the desired release date. As part of the approval request, the Subcontractor shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases by lower-tier subcontractors must have the prior approval of WDC. The Subcontractor shall include all provisions of this article including this sentence in all lower-tier subcontracts or purchase orders under this subcontract.

ARTICLE 8 - LOWER-TIER SUBCONTRACTS

SECTION I SUBCONTRACT CLAUSES

A. The Subcontractor shall be fully responsible to WDC and the Government for the acts and omissions of its lower-tier subcontractors and of all persons either directly or indirectly employed by them, just as the Subcontractor is responsible for the acts and omissions of persons directly or indirectly employed by it under this Subcontract.

B. Nothing contained in this Subcontract shall be construed as creating a Sub-contractual relationship between any lower-tier subcontractor and WDC, or as relieving the Subcontractor of its obligations to WDC hereunder.

ARTICLE 9 - DISPUTES

A. In the event of a disagreement or dispute between the Parties that cannot be resolved by their respective management, the appropriate forum for resolution of any dispute, litigation, or claim pertaining to this Subcontract is defined in Section H, Article H-60, Alternative Disputes.

ARTICLE 10 - COMPLIANCE

A. Except as otherwise directed by WDC, the Subcontractor shall procure all necessary permits or licenses and shall abide by all applicable laws, regulations and ordinances of the United States and of the state, territory, and political subdivisions in which the Work is performed.

B. The Subcontractor warrants that any and all Work performed and/or Supplies furnished shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which Supplies are to be shipped or Work is to be performed pursuant to this subcontract.

C. The Subcontractor warrants that each and every chemical substance delivered under this subcontract shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substances Control Act (Public Law 94-469).

ARTICLE 11 - WORKER'S COMPENSATION COVERAGE AND INDEMNITY

The Subcontractor agrees to comply (and furnish evidence of such compliance) with the State Industrial Insurance or Workmen's (Workers) Compensation laws of any state in which the Work is performed, and, if WDC should incur any costs whatsoever by reason of the Subcontractor's employees injury or death while engaged in the Work, the Subcontractor will indemnify and hold harmless WDC for such costs which WDC may legally be required to pay to employees of the Subcontractor.

ARTICLE 12 - GRATUITIES

WDC prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances, which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties. The Subcontractor or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of WDC and shall not accept any gratuity or special favor from individuals or organizations with whom the Subcontractor is doing business, or proposing to do business, in accomplishing work under this subcontract.

ARTICLE 13 - WDC POLICY ON OPPORTUNITY

SECTION I SUBCONTRACT CLAUSES

All Subcontractors, lower-tier subcontractors, vendors, and suppliers are notified that it is the policy of WDC to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. It is requested that appropriate action be taken on the part of all WDC suppliers and subcontractors to insure adherence to such laws.

ARTICLE 14 - WARRANTY

With respect to all warranties, express or implied, from lower-tier subcontractors, manufacturers, or suppliers, for work performed and materials furnished under this Subcontract, the Subcontractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by WDC; and
- (3) Enforce all warranties for the benefit of WDC and the Government, if directed by WDC.

ARTICLE 15 - CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF

A. Any claim, request for equitable adjustment to Subcontract terms, request for relief under the Disputes article of this Subcontract, or other similar request exceeding \$100,000 shall bear, at the time of submission, the certification appearing in DFAR 252.233-7000.

B. This certification referenced in Paragraph (A) of this article requires full disclosure of all relevant facts, including cost or pricing data.

C. The certification requirement in Paragraph (A) does not apply to routine Subcontract payments such as progress payments.

D. If this is a request for equitable adjustment under a substantially completed Subcontract or a completed Subcontract, the certification will be expanded in accordance with Paragraph (e) of DFAR 252.233-7000.

ARTICLE 16 - APPLICABLE CLAUSES FROM THE FAR AND DFAR

The following clauses from the Federal Acquisition Regulations (FAR) (48 CFR 1) and from the DoD FAR Supplement (DFAR) (48 CFR 2) are incorporated as if fully set forth herein, except that the term "Subcontractor" shall mean the Subcontractor (Except when expressly indicated otherwise), the term "subcontractor" shall mean the Subcontractor's lower-tier subcontractors, and the term "Subcontract" shall mean this subcontract, and the term "Subcontracting Officer" shall mean the WDC Subcontract Administrator, and as they may be individually modified by a descriptive note.

FAR clauses applicable to this Order:

The following clauses apply to all orders:

1. 52.202-1 – Definitions (SEP 91)
2. 52.203-13 – Procurement Integrity – Service Contracting (SEP 90)
3. 52.204-2 – Security Requirements (APR 94)

SECTION I SUBCONTRACT CLAUSES

4. 52.208-1 – Required Source for Jewel Bearing and Related Items (APR 84)
5. 52.211-5 – New Material (MAY 95)
6. 52.211-15 – Defense Priority and Allocation Requirements (SEP 90)
7. 52.242-14 – Suspension of Work (APR 84), wherein the terms “Government” and “Subcontracting Officer” means WDC Subcontract Administrator
8. 52.215-26 – Integrity of Unit Prices (OCT 95)
9. 52.215-27 – Termination of Defined Benefit Pension Plans (MAR 96)
10. 52.215-39 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (MAR 96)
11. 52.215-40 – Modification of Ownership Changed (FEB 95)
12. 52.222-1 - Notice to the Government of Labor Disputes (APR 1984), wherein the term "Subcontracting Officer" means the Subcontract Administrator.
13. 52.222-3 - Convict Labor (APR 1984)
14. 52.222-26 – Equal Opportunity (APR 84)
15. 52.222-36 – Affirmative Action for Handicapped Workers (APR 84)
16. 52.222-37 – Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)
17. 52.223-2 – Clean Air and Water (APR 84)
18. 52.223-3 - Hazardous Material Identification and Material Safety Data (NOV 91), wherein the term "Subcontracting Officer" in Paragraph (e) shall mean the Subcontract Administrator and in Paragraph (f) the term "Government" shall mean both the Government, WDC, and WDCs other subcontractors. In subparagraph (h)(3), the term "Government" shall mean both the Government and WDC.
19. 52.224-1 - Privacy Act Notification (APR 84)
20. 52.224-2 - Privacy Act (APR 84)
21. 52.225-13 – Restrictions on Certain Foreign Purchases
22. 52.225-14 - Inconsistency Between English Version and Translation of Subcontract (AUG 89)
23. 52.226-1 - Utilization of Indian Organizations and Indian Owned Economic Enterprises (AUG 91)
24. 52.227-1 – Authorization and Consent (JUL 95)
25. 52.227-10 – Filing of Patent Applications – Classified Subject Matter (APR 84)
26. 52.228-1 – Bid Guarantee (APR 84)

SECTION I SUBCONTRACT CLAUSES

27. 52.228-2 – Additional Bond Security (APR 84)
28. 52.228-11 – Pledges of Assets (FEB 92)
29. 52.230-2 - Cost Accounting Standards (AUG 92), with the addition of Paragraph (e) as follows:

"(e) The Subcontractor agrees to indemnify and hold WDC harmless, to the full extent of any loss, damage, or expense (excluding profit) if WDC is subjected to any liability as a result of a failure of the Subcontractor or its lower-tier subcontractors to comply with this clause or with 52.230-5."
30. 52.230-5 - Administration of Cost Accounting Standards (AUG 92)
31. 52.232-1 - Payments
32. 52.232-9 – Limitation on Withholding of Payments (APR 84)
33. 52.232-18 – Availability of Funds (APR 84)
34. 52.232-23 – Assignment of Claims, Alternate I (APR 84)
35. 52.232-25 – Prompt Payment (MAR 94)
36. 52.232-28 – Electronic Funds Transfer Payment Methods (APR 89)
37. 52.233-1 – Disputes (Alternate 1) 9DEC 91)
38. 52.233-3 – Protest After Award – Alternate 1 (OCT 95)
39. 52.242-13 – Bankruptcy (JUL 95)
40. 52.243-1 – Changes – Fixed Price (AUG 87)
41. 52.243-6 – Change Order Accounting (APR 84)
42. 52.243-7 – Notification of Changes (APR 84), wherein the term "Subcontracting Officer" means the Subcontract Administrator. Para. (b), insert 3 calendar days.
43. 52.244-6 – Subcontracts for Commercial Items and Commercial Components (OCT 98)
44. 52.245-2 – Government Property (Fixed-Price Subcontracts) (DEC 89)
45. 52.246-24 – Limitation of Liability High-Value Items (JUL 84)
46. 52.249-1 – Termination for Convenience of the Government (APR 84)
47. 52.249-2 – Termination For Convenience of the Government, Alternate I (APR 84)
48. 52.249-8 Default (Fixed-Price Supply and Service) (APR 84)
49. 52.253-1 - Computer Generated Forms (JAN 91)

SECTION I SUBCONTRACT CLAUSES

The following FAR clauses apply to orders exceeding \$25,000

1. 52.209-6 – Protecting the Government's Interest when Subcontracting with Subcontractor Debarred, Suspended, or Proposed for Debarment (JUL 95)
2. 52.222-35 – Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)

The following FAR clauses apply to orders exceeding \$100,000

1. 52.203-3 - Gratuities (APR 84)
2. 52.203-5 - Covenant Against Contingent Fees, wherein "Government" Means WDC in Paragraph (a) (APR 84)
3. 52.203-6 – Restrictions on Subcontractor Sales to the Government (JUL 95)
4. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 95), wherein the terms "Government" and "Contracting Officer" means WDC
5. 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (SEP 90), wherein the term "Government" means WDC," and the following is substituted for Paragraph (d):
6. 52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (JAN 90)
7. 52.204-4 – Printing/Copying Double Sided on Recycled Paper (MAY 95)
8. 52.215-2 – Audit and Records – Negotiation (OCT 95), wherein the term "Subcontracting Officer" means the Subcontract Administrator.
9. 52.215-21 – Changes or Additions to Make-Or-Buy Program (APR 84)
10. 52.215-22 – Price Reduction for Defective Cost or Pricing Data (JAN 91)
11. 52.215-24 – Subcontractor Cost or Pricing Data (OCT 95)
12. 52.219-8 – Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (OCT 95)
13. 52.222-4 – Subcontract Work Hours and Safety Standards Act – Overtime Compensation (JUL 95)
14. 52.223-6 - Drug Free Workplace (JUL 90), wherein in Paragraph (d), the term Government" shall mean the Government or WDC.
15. 52.227-2 – Notice and Assistance Regarding Patent and Copyright Infringement (APR 84)
16. 52.228-5 – Insurance – Work on a Government Installation
17. 52.229-3 – Federal, State, and Local Taxes (JAN 91)
18. 52.229-5 – Taxes – Subcontracts Performed in U.S. Possessions or Puerto Rico (APR 84)
19. 52.232-17 – Interest (JAN 91)

The following FAR clauses apply to orders exceeding \$500,000

SECTION I SUBCONTRACT CLAUSES

1. 52.219-9 – Small, Small disadvantaged and Women-owned Small Business Subcontracting Plan (OCT 95)
2. 52.219-16 – Liquidated Damages – Subcontracting Plan (OCT 95)

DFAR (DoD) clauses applicable to this Subcontract:

(a) The following clauses apply to all Orders:

1. 252.201-7000 - Disclosure of Information (DEC 91), wherein the term "Subcontracting Officer" shall mean the Subcontract Administrator.
2. 252.203-7000 – Statutory Prohibition on Compensation to Former Department of Defense Employees (NOV 95)
3. 252.203-7002 - Display of Hot-Line Poster (DEC 91)
4. 252.204-7000 – Disclosure of Information (DEC 91)
5. 252.204-7003 – Control of Government Personnel Work Product (APR 92)
6. 252.211-7000 – Acquisition Streamlining (DEC 91)
7. 252.215-7002 - Cost Estimating System Requirements (DEC 91) If this Subcontract was awarded on the basis of certified cost or pricing data,
8. 252.223-7004 – Drug Free Work Force (SEP 88)
9. 252.225-7001 - Buy American Act and Balance of Payments Program (JAN 94)
10. 252.225-7002 - Qualifying Country Sources as Subcontractors (DEC 91)
11. 252.225-7009 - Duty Free Entry-Qualifying Country End Products and Supplies (DEC 91), wherein the approval/ authorization/ notification of the Subcontracting Officer in Paragraphs (c), (d), and (i) must be obtained through the Subcontract Administrator, and the term "Government" in subparagraph (d)(2) includes WDC.
12. 252.225-7010 - Duty Free Entry-Additional Provisions (DEC 91), wherein the notification of the Subcontracting Officer in Paragraph (b) and the transmittal to the Subcontracting Officer in Paragraph (c) must be through the Subcontract Administrator
13. 252.225-7022 - Restriction on Acquisition of Polyacrylonitrile (PAN) Based on Carbon Fiber (DEC 91)
14. 252.225-7025 - Foreign Source Restrictions (APR 93)
15. 252.225-7030 – Restriction On Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 92)
16. 252.225-7031 – Secondary Arab Boycott of Israel (JUN 92)
17. 252.227-7013 - Rights in Technical Data and Computer Software (NOV 95)

SECTION I SUBCONTRACT CLAUSES

18. 252.227-7018 - Restrictive Markings on Technical Data (JUN 95), wherein the term "Subcontracting Officer" in Paragraph (c) shall mean the Subcontract Administrator, and the term "Government" in Paragraph (c) shall include WDC. In Paragraph (d), the term "Subcontracting Officers" shall include WDC. In Paragraph (e), the notification from the Subcontracting Officer may be directly or through the Subcontract Administrator.
 19. 252.227-7020 - Rights in Data-Special Works (JUN 95), wherein the approval of the Subcontracting Officer in Paragraph (d) must be obtained through the Subcontract Administrator, and the term "Government" in Paragraph (e) includes WDC.
 20. 252.227-7022 - Government Rights (Unlimited) (MAR 79)
 21. 252.227-7023 – Drawings and Other Data to Become the Property of Government (MAR 79)
 22. 252.227-7024 – Notice and Approval of restricted Designs (APR 84)
 23. 252.227-7025 – Limitations on the use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JUN 95)
 24. 252.227-7026 - Deferred Delivery of Technical Data or Computer Software (APR 88)
 25. 252.227-7027 - Deferred Ordering of Technical Data or Computer Software (APR 88)
 26. 252.227-7030 - Technical Data - Withholding of Payment (OCT 88), wherein the term "Subcontracting Officer" shall mean the Subcontract Administrator.
 27. 252.227-7033 – Rights in Shop Drawings (APR 86)
 28. 252.227-7036 - Certification of Technical Data Conformity (MAY 87), wherein the term "Government" in Paragraph (c) shall include WDC.
 29. 252.227-7037 - Validation of Restrictive Markings on Technical Data (NOV 95)
 30. 252.231-7000 - Supplemental Cost Principles (DEC 91)
 31. 252.232-7006 - Reduction or Suspension of Subcontract Payments Upon Finding of Fraud (AUG 92), wherein the term "Government" shall include WDC.
 32. 252.236-7000 – Modification Proposals – Price Breakdown (DEC 91)
 33. 252.242-7000 - Post Award Conference (DEC 91)
 34. 252.243-7001 - Pricing of Subcontract Modifications (DEC 91)
 35. 252.244-7000 – Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 00)
 36. 252.245-7001 – Reports of Government Property (MAY 94)
 37. 252.249-7002 – Notification of Proposed Program Termination or Reduction (MAY 95)
- b. The following clauses apply if this Subcontract exceeds \$25,000

SECTION I SUBCONTRACT CLAUSES

1. 252.203-7001 - Special Prohibition on Employment (NOV 95), excluding Paragraph (g), wherein the term "Government" in Paragraph (e) includes WDC. A copy of each transmittal letter forwarding a request under Paragraph (f) will be provided to the Subcontract Administrator
 2. 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the INF Treaty (NOV 95), wherein the term "Subcontracting Officer" shall mean the Subcontract Administrator
 3. 252.225-7012 - Preference for Certain Domestic Commodities (NOV 95)
 4. 252.225-7014 - Preference for Domestic Specialty Metals (NOV 95)
 5. 252.225-7015 - Preference for Domestic Hand or Measuring Tools (DEC 91)
 6. 252.242-7004 - Material Management and Accounting (DEC 91), wherein submittals to and evaluations by the "Subcontracting Officer" and "Administrative Subcontracting Officer" shall be through the Subcontract Administrator.
- c. The following clauses apply if this Subcontract exceeds \$100,000
1. 252.215-7000 - Pricing Adjustments (DEC 91)
 2. 252.225-7026 - Reporting of Subcontract Performance Outside the United States (NOV 95), excluding Paragraph (c), and wherein the report required by subparagraph (b)(2) must be submitted through the Subcontract Administrator.
 3. 252.233-7000 - Certification of Claims and Requests for Adjustment or Relief (MAY 94)
- d. The following clauses apply if this Subcontract exceeds \$500,000
1. 252.205-7000 - Provision of Information to Cooperative Agreement Holders (DEC 91)
 2. 252.219-7003 - Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Subcontracts) (NOV 95)
 3. 252.249-7001 - Notification of Substantial Impact on Employment (DEC 91), wherein the notice to the Subcontracting Officer required under Paragraph (c) must be submitted through the Subcontract Administrator.
- e. Applicable Pollution Prevention Requirements
- Executive Orders
- EO 1288 – Federal Compliance with Pollution Control Standards, October 13, (43 FR 47707)
- EO 12759 – Federal Energy Management, April 17, 1991
- EO 12780 – Federal Agency Recycling and the Council on Federal Recycling and Procurement Policy, October 31, 1991 (FR 56213)
- EO 12843 – Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances, April 21, 1993 (58 FR 21881)

SECTION I SUBCONTRACT CLAUSES

EO 12845 – Requiring Agencies to Purchase Energy Efficient Computer Equipment, April 21, 1993, (58 FR 58077)

EO 12856 – Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements, August 3, 1993 (58 FR 41981)

EO 12873 – Federal Acquisition, Recycling, and Waste Prevention, October 20, 1993 (58 FR 54911)

EO 12902 – Energy Efficiency and Water Conservation at Federal Facilities, March 10, 1994 (59 FR 11463)

EO 12969 – Federal Acquisition and Community Right-to-know, August 8, 1995

EO 12995 – Federal Acquisition, Recycling, and Waste Prevention, March 25, 1996

EO 13101 – Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, September 14, 1998

f. Federal Laws and Regulations

Pollution Prevention Act of 1990

Resource Conservation and Recovery Act of 1976
Federal Facility Compliance Act of 1992, October 6, 1992 (Public Law 102-388)

Emergency Planning and Community Right-to-Know Act of 1986, October 17, 1986 (Public Law 99-499)

40 CFR Part 82, Protection of Stratospheric Ozone

g. Arkansas Laws

h. PBCDF RCRA Permit

i. Army Requirements

Army Regulation 200-1, Environmental Protection and Enhancement, February 21, 1997

ARTICLE 17 – 18 - RESERVED

ARTICLE 19 – 20 - DELETED

ARTICLE 21 - ADDITIONAL CERTIFICATIONS