# NATIONAL STEEL AND SHIPBUILDING COMPANY

# SPECIAL TERMS AND CONDITIONS

**AS(X) Preliminary Design PROGRAM**

**N00024-22-C-2504**

**PRIME CONTRACT CLAUSES – N00024-22-C-2504**

The following clauses, as modified by Buyer, are flowed down from Buyer to Seller and are applicable to any PO referencing these Special Terms and Conditions and any subcontract relating to Buyer’s Prime Contract N00024-22-C-2504 with the Government.

Section C – Special Provisions

CLAUSES INCORPORATED BY FULL TEXT

C-101 SECURITY-LEVEL

The Seller may be required to perform work under this Contract up to the SECRET/NOFORN level. The Seller shall perform specific security requirements as described in the prime contract DD-254 and as described below:

* The Seller requires Communication Security (COMSEC) and a COMSEC account to accommodate the use of secure communications. The Seller shall be required to have access to COMSEC for Secret Internet Protocol Router Network (SIPRNet), Secure Terminal Equipment (STE), and classified facsimile equipment in order to communicate securely with the Program Office.
* The program has multiple documents, such as the Capability Development Document (CDD), that are Classified. The Seller shall have the ability to receive, store, and generate classification information or material.
* An Active SECRET Facility Clearance (FCL) is required for performance on this contract. The Seller must have a Safeguarding Level of SECRET.
* All Seller personnel accessing classified information or material associated with this contract must be United States citizens and shall have and maintain at a minimum a final SECRET security clearance at time of contract award.
* The Seller shall have access to CUI with developers and integrators.
* The Seller shall be capable of fabricating, modifying, and storing classified hardware in accordance with SECNAVINST 5510.36.
* The Seller shall have the ability to access Defense Technical Information Center (DTIC) as required.
* The Seller shall utilize the Defense Courier Service for the transfer of classified material.
* The Seller is required to protect critical information associated with this contract to prevent unauthorized disclosure and shall observe OPSEC requirements.
* The Seller shall require access to North Atlantic Treaty Organization (NATO) information because the U.S. submarines execute NATO operations. The Contractor’s development of new or augmenting existing technology must be compatible and relevant to these NATO operations.

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

1. Department - means the Department of the Navy.
2. Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
3. References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
4. National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
5. National Item Identification Number (NIIN). The number assigned to each approved Item

Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

1. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

1. A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
2. 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 unless specifically identified below.

None

(End of text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The Seller may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Buyer. The Seller should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The Sellershall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

C-211-H018 APPROVAL BY THE BUYER (NAVSEA) (JAN 2019)

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

(End of text)

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

(a) Performance under this contract may require that the Seller have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the 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 restrictively marked 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 properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Buyer or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Buyer may unilaterally modify the contract to list those third parties with which the Seller has agreement(s).

(b) The 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 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 the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Buyer through any means to which the Seller has access in the performance of this contract that contains restrictive markings.

(d) The Seller agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Buyer representative seeking access to such information.

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

Compliance with this requirement is a material requirement of this contract.

(End of text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE BUYER (NAVSEA) (JAN 2019)

1. The Seller agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled “Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation” (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Seller warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.
2. The Seller agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Buyer for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.
3. Any license agreement governing the use of any computer software or computer software documentation delivered to the Buyer as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Buyer employees and personnel under Buyer contract).
4. The Seller shall not include or permit to be included any routine to enable the Seller or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Buyer.
5. No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Buyer purpose rights (as defined in DFARS 252.227-7013 and 252.227­7014) to restrict or limit the Buyer from making copies.
6. It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Buyer shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
7. Any limited rights legends or other allowed legends placed by a Seller on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

(End of text)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of text)

52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

The Buyer has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Buyer performs inspection or evaluation on the premises of the Seller or a subcontractor, the Seller shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17 Delivery of Excess Quantities SEP 1989

52.242-15 Stop-Work Order AUG 1989

52.242-17 Buyer Delay Of Work APR 1984

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-225-H001 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (NAVSEA) (OCT 2018)

In accordance with 10 U.S.C. 7309, neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

(End of text)

**H-225-H101 Rights in Technical Data, Computer Software, and Computer Software Documentation**

The Buyer expects at least a Buyer Purpose Rights (GPR), as defined at DFARS 252.227-7013 and DFARS 252.227-7014, in all non-commercial technical data and computer software for this PD contract and for the future DD&C effort. The Seller shall describe how it will support the Buyer’s desired level of rights for both the work required by this contract and the potential DD&C effort with respect to noncommercial and commercial technical data (TD), computer software (CS), and computer software documentation (CSD).

**H-225-H102 Source Restrictions on Auxiliary Ship Components Including Large Medium-Speed Diesel Engines**

The design shall comply with the provisions of 10 U.S.C. 2534 and DFARS 225.7010. The Seller shall describe how it will comply with the 10 U.S.C. 2534 and DFARS 225.7010. The Seller shall give advance notification to the NASSCO Procurement Representative and obtain written consent by the Procurement Representative prior to any design efforts that would require a waiver under 10 U.S.C. 2534.

**H-225-H103 Source Restrictions on Auxiliary Ship Components (AS(X) Funding)**

In accordance with Section 8134 of the FY2021 Appropriations Act, the Seller shall ensure that no funding provided in support of AS(X) Preliminary Design and/or the DD&C contract may be used to award a new contract unless the new contract includes specifications that all auxiliary equipment, including pumps and propulsion shafts are manufactured in the United States. The Seller shall describe how it will comply with this requirement in regards to both the work required by this contract and the potential DD&C effort.

Section I - Contract Clauses

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

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

[http://farsite.hill.af.mil/.](http://farsite.hill.af.mil/)

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

**Note 1 – Substitute “Buyer” for “the Buyer” or “the United States” throughout this clause.**

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

**Contracting Officer”, and “ACO” throughout this clause.**

**Note 3 – Insert “and Buyer” after “Buyer” throughout the clause.**

**Note 4 – Insert “or Buyer”) after “Buyer throughout this clause.**

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

**Note 6 – Insert “and Buyer” after “Contracting Officer”, throughout the clause.**

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

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| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities  *Note 3 applies in (c) and (d).* | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees  *Note 3 applies in (a).* | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government  *Applies if the Contract value exceeds $150,000* | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures  *Clause applies if the contract values exceeds $150,000 and Notes 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller* | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  *Note 3 applies to (b) and (c)* | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity  *Note 2 applies for (b) and Note 1 applies for (c) when the government exercises its rights and remedies against Buyer as a result of any kickback given by seller.* | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions  *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* | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  *Clause (f) applies* | JAN 2017 |
| 52.204-2 | Security Requirements  *Applies if the Contract Work requires access to classified information.* | MAR 2021 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper  *Note 3 applies to (b).* | MAY 2011 |
| 52.204-10 | Reporting Executivee Compensation and Firt-Tier Subcontract Awards  *Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer can comply with the reporting requirements of (d).* | JUN 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications.  *Applies if the Contract Work requires access to classified information.* | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | JUN 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | JUL 2018 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | AUG 2020 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment  *Applies if this Contract exceeds $35,000 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* | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations  *Note 3 applies.* | NOV 2015 |
| 52.210-1 | Market Research | JUN 2020 |
| 52.211-5 | Material Requirements  *Note 2 applies to (d) and (e).* | AUG 2000 |
| 52.211-14 | Notice Priority Rating for National Defense Use, Emergency Preparedness, and Energy Use Program [DO order] | APR 2008 |
| 52.211-15 | Defense Priority and Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records -- Negotiation  *Applies if the Contract value exceeds $150,000; applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.* | JUN 2020 |
| 52.215-8 | Order of Precedence – Uniform Contract Format | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications  *Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. Rights and obligations under this clause shall survive completion of the work and final payment under this contract.* | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data Modifications  *Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. “Government” means “Buyer” in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.* | JUN 2020 |
| 52.215-19 | Notification of Ownership Changes  *Applies if this contract meets the requirements of FAR 15.408(i). Note 5 applies.* | OCT 1997 |
| 52.215-20 | *Applies if this contract meets the requirements of FAR 15.408(i). Note 5 applies.* | OCT 2010 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications  *Note 5 Applies* | JUN 2020 |
| 52.219-8 | Utilization of Small Business Concerns  *Does not apply to small businesses. Note 5 applies* | OCT 2018 |
| 52.219-9 | Small Business Subcontracting Plan  *Applies if value of Contract equals or exceeds $650,000 except the clause does not apply if Seller is a small business concern. Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer’s own reporting obligations with respect to this clause. Note 5 applies.* | SEP 2021 |
| 52.219-9 ALT II | Small Business Subcontracting Plan (JUN 2020) Alternate II  *Applies if value of Contract equals or exceeds $650,000 except the clause does not apply if Seller is a small business concern. Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer’s own reporting obligations with respect to this clause. Note 5 applies.* | NOV 2016 |
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| 52.219-28 | Post-Award Small Business Program Representation | SEP 2021 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies  *Note 2 applies for (c) and note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller’s violation.* | JAN 2020 |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment  *Applies when Contract exceeds or may exceed $15,000. No Note applies.* | JUN2020 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity  *Applies to contract with value in excess of $10,000 or more. Note 5 applies* | SEP 2016 |
| 52.222-37 | Employment Reports on Veterans  *Applies if Contract value equals or exceeds $100,000. 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.* | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act  *Applies if Contract value exceeds $10,000* | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons  *Note 5 applies except in (e) where Note 4 applies.* | OCT 2020 |
| 52.222-54 | Employment Eligibility Verification  *Applies if this contract exceeds $3,500. No Note applies* | OCT 2015 |
| 52.223-6 | Drug-Free Workplace  *Note 5 Applies. Except Note 4 applies in (d)* | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  *No note applies.* | FEB 2021 |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan—Certification  *Subparagraph (b) does not apply.* | AUG 2009 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-1 Alt I | Authorization And Consent (JUN 2020) - Alternate I | APR 1984 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement  *Applies if the contract value exceeds $150,000; Note 5 applies to (a) and (b).* | JUN 2020 |
| 52.229-3 | Federal, State And Local Taxes  *Note 2 applies to (g)* | FEB 2013 |
| 52.232-23 | Assignment Of Claims  *Note 2 applies for (c).* | MAY 2014 |
| 52.232-39 | Unenforceability of Unauthorized Obligations  *No note applies.* | JUN 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award  *Note 2 applies except in (e) where Note 3 applies.* | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim  *No note applies.* | OCT 2004 |
| 52.234-1 | Industrial Resources Developed Under Title III, Defense Production Act  *Note 5 applies.* | Sep 2016 |
| 52.239-1 | Privacy or Security Safeguards  *Note 5 applies to (a) and (c).* | AUG 1996 |
| 52.242-13 | Bankruptcy  *Note 2 applies* | JUL 1995 |
| 52.243-1 | Changes –Fixed Price  *Note 2 applies.* | AUG 1987 |
| 52.243-1 Alt V | Changes-Fixed-Price (AUG 1987) – Alternate V  *Note 2 applies.* | APR 1984 |
| 52.244-2 | Subcontracts  *Notes 1 and 2 apply.* | JUN 2020 |
| 52.244-6 | Subcontracts for Commercial Items | NOV 2020 |
| 52.245-1 | Government Property  *Note 5 applies* | JAN 2017 |
| 52.245-9 | Use And Charges  *Note 5 applies.* | APR 2012 |
| 52.247-63 | Preference for U.S. Flag Air Carriers | JUN 2003 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service | APR 1984 |
| 52.249-9 | Default (Fixed-Priced Research And Development) | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials  *Not note applies.* | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies  *Applies if this Contract exceeds $150,000. The terms “contract” and “subcontract” shall not change in the meaning for paragraph (a) and (d). Delete Paragraph (g). Note 5 applies* | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights  *No note applies.* | SEP 2013 |
| 252.203-7004 | Display of Hotline Posters  *No note applies* | AUG 2019 |
| 252.204-7000 | Disclosure Of Information  *Note 2 applies* | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product  *No note applies* | APR 1992 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting  *Note 7 applies* | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2021 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV2020 |
| 252.205-7000 | Provision of Information to Coopertive Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism  *Note 5 applies* | MAY 2019 |
| 252.211-7007 | Reporting of Government-Furnished Property  *Applies if this contract requires Government property in Seller’s possession to contain unique items identification* | AUG 2012 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2019 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium  *Note 2 applies.* | JUN 2013 |
| 252.225-7001 | Buy American and Balance of Payments Program –Basic  *Applies if the Contract Work contains other than domestic components. Applies in lieu of FAR 52.225-1. No Note applies.* | DEC 2017 |
| 252.225-7002 | Qualifying Country Sources as Subcontractors | DEC 2017 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada –Submission after Award  *Note 5 applies.* | OCT 2020 |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies | DEC 2018 |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals | MAR 2013 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals  *Excludes subparagraph (d).* | DEC 2019 |
| 252.225-7012 | Preference for Certain Domestic Commodities | DEC 2017 |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings  *Note 5 applies.* | JUN 2011 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten | OCT 2020 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns  *Applies if Contract value exceeds $500,000* | APR 2019 |
| 252.227-7013 | Rights in Technical Data—Noncommercial items  *Notes 5 applies* | FEB 2014 |
| 252.227-7013 | Rights in Technical Data—Noncommercial items  (FEB 2014) Alternate II | MAR 2011 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation  *Note 5 applies* | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items  *No Note applies. The Government desires Government Purpose Rights(“GPR”) or better for Technical Data and computer Software to be delivered under the Contract* | FEB 2014 |
| 252.227-2015 Alt I | Technical Data--Commercial Items (FEB 2014) Alternate I | DEC 2011 |
| 252.227-7016 | Rights in Bid or Proposal Information  *No Note applies. The Government desires Government Purpose Rights(“GPR”) or better for Technical Data and computer Software to be delivered under the Contract* | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software  *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* | SEP 2016 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends  *Note 5 applies.* | MAY 2013 |
| 252.227-7027 | Defered Ordering of Technical Data or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data –Withholding of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data  *Note 5 applies.* | SEP 2016 |
| 252.231-7000 | Supplemental Cost Principles  *No note applies.* | DEC 1991 |
| 252.232-7010 | Levies on Contract Payments  *Note 2 applies.* | DEC 2006 |
| 252.235-7010 | Acknowledgment of Support and Disclaimer | MAY 1995 |
| 252.235-7011 | Final Scientific or Technical Report  *Note 5 applies.* | DEC 2019 |
| 252.239-7001 | Information Assurance Contractor Training and Certification  *Note 5 applies* | JAN 2008 |
| 252.243-7001 | Pricing of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustments | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JAN 2021 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property  *No Note applies* | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property  *Note 5 applies* | JAN 2021 |
| 252.245-7004 | Reporting, Reutilization, and Disposal  *Note 1 and Note 2 apply.* | DEC 2017 |
| 252.247-7023 | Transportation of Supplies by Sea  *In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).* | FEB 2019 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | JUN 2020 |

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

1. Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

1. Equal opportunity clause. The Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Seller to employ and advance in employment qualified protected veterans.
2. Subcontracts. The Seller shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

1. Equal opportunity clause. The Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Seller to employ and advance in employment qualified individuals with disabilities.
2. Subcontracts. The Seller shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each Seller or vendor. The Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

1. Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

1. Notice. The primary purpose of this clause is to obtain prompt reporting of Buyer conduct that the Seller considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Seller shall notify the Administrative Contracting Officer in writing, within seven (7) calendar days from the date that the Seller identifies any Buyer conduct (including actions, inactions, and written or oral communications) that the Seller regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Buyer individual and Seller official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Seller may seek an equitable adjustment under this clause, including--

1. What line items have been or may be affected by the alleged change;
2. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
3. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
4. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Buyer must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

1. Continued performance. Following submission of the notice required by (b) above, the Seller shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Seller shall continue performance; provided, however, that if the Seller regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Seller and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
2. Buyer response. The Contracting Officer shall promptly, within forty-five (45) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
3. Confirm that the conduct of which the Seller gave notice constitutes a change and when necessary direct the mode of further performance;
4. Countermand any communication regarded as a change;
5. Deny that the conduct of which the Seller gave notice constitutes a change and when necessary direct the mode of further performance; or
6. In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Seller what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Buyer will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Buyer conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

1. In the contract price or delivery schedule or both; and
2. In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Buyer is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Seller in attempting to comply with the defective drawings, designs or specifications before the Seller identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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(es):

FAR: <https://www.acquisition.gov/far/>   
DFARS: <https://www.acquisition.gov/dfars>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

1. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
2. The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

1. Definitions. As used in this provision--

Controlled technical information, covered Seller information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

1. The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered Seller information systems that support the performance of this contract.
2. For covered Seller information systems that are not part of an information technology service or system operated on behalf of the Buyer (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ̏Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see [http://dx.doi.org/10.6028/NIST.SP.800-171](http://dx.doi.org/10.6028/NIST.SP.800-171))) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall

submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

1. Why a particular security requirement is not applicable; or
2. How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -­REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

1. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.
2. Representation. The Offeror represents that it [ 1 does, [ 1 does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Buyer in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Buyer in the performance of any contract, subcontract, or other contractual instrument.”

1. Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.
2. Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.
4. Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-­Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Buyer in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ 1 will [ 1 will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

1. Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

1. An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
2. For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Buyer Entity (CAGE) code, if known).
3. For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)