# NATIONAL STEEL AND SHIPBUILDING COMPANY

# SPECIAL TERMS AND CONDITIONS

**CHAMP PROGRAM**

**N00024-19-C-2234**

**PRIME CONTRACT CLAUSES – N00024-19-C-2234**

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 N00024-19-C-2234 with the Government.

# DEFINITIONS

The defined terms in the MILGEN terms apply to this document.

**Section A – Solicitation/Contract Form**

# Section B – Supplies or Services and Prices

# Section C – Descriptions and Specifications

**ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)** [*Modified by Buyer*]

1. Performance under this Contract may require that Seller have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Contract 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 Buyer so that Buyer can provide a copy to the Government’s Contracting Officer as required under the terms of Buyer’s Prime Contract. The Government may unilaterally modify the contract to list those third parties with which Buyer or Seller has agreement(s).

1. 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 Buyer and the Government’s 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, a 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.
2. The restrictions on use and disclosure of the data and software described above also apply to such information received from Buyer or the Government through any means to which Seller has access in the performance of this Contract that contains proprietary or other restrictive markings.
3. Seller agrees that it will promptly notify Buyer of any attempt by an individual, company, or Buyer or Government representative not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Buyer or Government representative seeking access to such information.
4. Seller shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting “subcontractor” for “Seller” where appropriate.
5. Compliance with this requirement is a material requirement of this Contract.

# INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (ALTERNATE TWO) (NAVSEA) (SEP 2009)

1. (a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

1. (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.
2. (1) The Contracting Officer may at any time by written order:
	1. delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
	2. add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
	3. establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

# SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

1. 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.
2. Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

**UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994) [***Modified by Buyer***]**

If, during the performance of this Contract, Seller believes that any contract contains outdated or different versions of any specifications or standards, Seller may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. Seller should submit update requests to Buyer for approval. Seller shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by Buyer. Any approved alternate specifications or standards will be incorporated into the Contract.

# HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

1. Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.
2. Sellers are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Sellers who are injured on site shall notify SEA 04RS, Safety Office, via the Contracting Officer’s Representative.
3. NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a Seller operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that Seller employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.
4. Sellers whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.
5. Any Seller employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the Seller from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

# Section D - Packaging and Marking

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 the National Industrial Security Program Operating Manual (NISPM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

 (2) contract number

 (3) contract dollar amount

 (4) whether the contract was competitively or non-competitively awarded

|  |  |
| --- | --- |
| (5) sponsor: | PEO SHIPS |
|  | (Name of Individual Sponsor) |
|  | PMS 385 Program OfficeNaval Sea Systems Command |
|  | (Name of Requiring Activity) |
|  | 1333 Isaac Hull Ave SEWashington Navy Yard, DC 20376 |
|  | (City and State) |

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

# CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

|  |  |
| --- | --- |
| 52.246-2 | INSPECTION OF SUPPLIES - FIXED PRICE (AUG1996) |
| 52.246-3 | INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (MAY2001) |

**HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)**

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

Item(s) 0001, 0002, 0003, and 0005 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

**Section F - Deliveries or Performance**

**CLAUSES INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government) |
| 52.242-15 Alt I | STOP-WORK ORDER (AUG 1989) – Alternative I (Applicable only if Stop Work order initiated by the Government) |
| 52.247--29 | F.O.B. Origin (Feb 2006) |

**HQ F-2-0005 F.O.B. ORIGIN (NAVSEA) (APR 2015)**

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, 2798 east Harbor Drive San Diego, CA 92113, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the Contracting Officer’s Representative, with a copy to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

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

# Section H - Special Requirements

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)** [*Modified by Buyer*]

1. Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirement of the Contract.
2. Seller agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word “Seller” shall be changed to “Subcontractor”.
3. GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: [http://www.gidep.org](http://www.gidep.org/)

# 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (SEP 2016) [*Modified by Buyer*]

1. For the purposes of this special requirement, the term “change” includes not only a change that is made pursuant to a written order designated as a “change order” but also (1) an engineering change proposed by the Government or by Buyer or Seller; and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
2. Whenever Seller requests or proposes an equitable adjustment of $100,000 or more per Vessel in respect to a change made pursuant to a written order designated as a “change order” or in respect to a proposed engineering change and whenever Seller requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request: (1) A description (i) of the work required by the Contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by Seller, are to be listed for later disposition; (2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work; (4) Description of interference and inefficiencies in performing the change; (5) Description of each element of disruption and exactly how work has been, or will be disrupted: (i) The calendar period of time during which disruption occurred, or will occur; (ii) Area(s) aboard the Vessel where disruption occurred, or will occur; (iii) Trade(s) disrupted, with a breakdown of man-hours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption; (v) Description of measures taken to lessen the disruptive effect of the change; (6) Delay in delivery attributable solely to the change; (7) Other work attributable to the change; (8) Supplementing the foregoing, a narrative statement of the direct “causal” relationship between any alleged Government act or omission and the associated claimed consequences, cross referenced to the detailed information provided as required above; and (9) A statement setting forth a comparative enumeration of the amounts “budgeted” for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by Seller in preparing its initial and ultimate proposal(s) for this Contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such “budgeted cost” elements.

1. Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this Contract shall, in addition to the information required by paragraph (b) hereof, contain such information as Buyer and the Contracting Officer may require with respect to each individual claim item.
2. It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, Seller is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit Buyer and the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

# Section I - Contract Clauses

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Purchasing Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government’s solicitation clauses to the terms used in Buyer’s MILGEN terms; however, there may some instances where those conversions were not made for clauses were full text was not given. Accordingly, please apply the following term conversions. “Contractor” shall mean Seller. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

https://[www.acquisition.gov/far/](http://www.acquisition.gov/far/)  [http://farsite.hill.af.mil](http://farsite.hill.af.mil/)

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

**Note 5 – Communication/notification required under this clause from/to the Contractor and 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.**

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

**NUMBERTITLE DATE**

**NOTE**

**52.202-1 DEFINITIONS** NOV 2013

**52.203-3 GRATUITIES** APR 1984

*Note 3 applies in (c) and (d).*

# 52.203-5 COVENANT AGAINST CONTINGENT FEES MAY 2014

*Note 3 applies in (a).*

# 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT SEPT 2006

*Applies if the contract value exceeds $150,000.*

# 52.203-7 ANTI-KICKBACK PROCEDURES MAY 2014

*Applies if the Contract value exceeds $150,000. Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.*

# 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY MAY 2014

*Note 4 applies for (a), (b) and (c).*

# 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY MAY 2014

*Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.*

# 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCT 2010

*Applies if the Contract value exceeds $150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.*

# 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT OCT 2015

# 52.203-14 DISPLAY OF HOTLINE POSTER(S) OCT 2015

# 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT JUN 2010

# ACT OF 2009

# 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM APR 2014

**EMPLOYEES OF WHISTLEBLOWER RIGHTS**

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS** JAN 2017

**OR STATEMENTS**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** MAY 2011

*Note 3 applies to (b).*

# 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS OCT 2018

*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).*

# 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE OCT 2016

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.** DEC 2014

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** JUN 2016

**52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS** OCT 2015

**DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**

*Applies if this Contract exceeds $30,000 and is not a subcontract for commercially available off the shelf items.*

*Seller is to provide copies of notices to Buyer so that Buyer can fulfill its reporting obligation under this clause. Note 5 applies*.

# 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS OCT 2018

**52.210-1 MARKET RESEARCH** APR 2011

**52.211-5 MATERIAL REQUIREMENTS** AUG 2000

*Note 2 applies to (d) and (e).*

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

*Applies if the Contract value exceeds $250,000; 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.*

# 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS AUG 2011

*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.*

# 52.215-13(dev) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (Deviation 2018-O0015) JUL 2018

*Applies if this Contract exceeds $700,000 and is not otherwise exempt under FAR 15.403.*

# 52.215-14 INTEGRITY OF UNIT PRICES OCT 2010

*Except paragraph (b). Note 5 applies.*

# 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS OCT 2010

*Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.*

# 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) JUL 2005

**OTHER THAN PENSIONS**

*Applies if this Contract meets the requirements of FAR 15.408(j). Note 5 applies.*

# 52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES OCT 1997

*Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.*

# 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT 2010

**CERTIFIED COST OR PRICING DATA—MODIFICATIONS**

*Note 5 applies*.

# 52.216-7 ALLOWABLE COST AND PAYMENT AUG 2018

# 52.216-8 FIXED FEE JUN 2011

# 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS OCT 2018

*Does not apply to small businesses*. *Note 5 applies*.

**52.222-3 CONVICT LABOR** JUN 2003

*Note 5 applies.*

# 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES JAN 2018

*Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller’s violations.*

# 52.222-21 PROHIBITION OF SEGREGATED FACILITIES APR 2015

**52.222-26 EQUAL OPPORTUNITY** SEP 2016

*Applies to Contract with value in excess of $10,000. Note 7 applies to (c)(3) and (c)(5).*

# 52.222-29 NOTIFICATION OF VISA DENIAL APR 2015

# 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT 2015

*Applies if Contract value is $100,000 or more. Note 5 applies.*

# 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL 2014

*Applies if Contract value equals or exceeds $15,000.*

# 52.222-37 EMPLOYMENT REPORTS ON VETERANS FEB 2016

*Applies if Contract value equals or exceeds $150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer’s own reporting obligations with respect to this clause. Note 5 applies.*

# 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT DEC 2010

*Applies if Contract value that exceeds $10,000.*

# 52.222-50 COMBATING TRAFFICKING IN PERSONS MAR 2015

*Note 5 applies except in (e) where Note 4 applies.*

# 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION OCT 2015

*Applies if this Contract exceeds $3,000.*

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA** JUN 2003

**52.223-6 DRUG-FREE WORKPLACE** MAY 2001

*Note 5 applies. Except Note 4 applies in (d).*

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** AUG 2011

*Applies if Contract value exceeds $3,000. Note 5 applies.*

# 52.224-3 PRIVACY TRAINING JAN 2017

# 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

**52.227-1 ALT I AUTHORIZATION AND CONSENT – ALTERNATE I** DEC 2007

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** DEC 2007

*Applies if Contract value exceeds $150,000; Note 5 applies to (a) and (b).*

**52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS** MAR 1996

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES** FEB 2013

*Note 2 applies to (g)*.

**52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS** JUN 2010

# 52.232-22 LIMITATION OF FUNDS APR 1981

# 52.232-23 ASSIGNMENT OF CLAIMS MAY 2014

*Buyer’s Procurement Representative shall be substituted for Contracting Officer. Note 2 applies for (c).*

# 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** DEC 2013

*This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business) and its small business subcontractors.*

**52.233-3 PROTEST AFTER AWARD** AUG 1996

*Note 2 applies except in (e) where Note 3 applies.*

**52.242-1 NOTICE OF INTENT TO DISALLOW COSTS** APR 1984

*Note 5 applies to (a)(2).*

**52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS** JAN 1997

**52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** JAN 201**7**

**52.242-13 BANKRUPTCY** JUL 1995

*Note 2 applies.*

# 52.243-1 CHANGES—FIXED PRICE AUG 1987

*Note 2 applies.*

# 52.243-2 CHANGES—COST-REIMBURSEMENT AUG 1987

*Note 2 applies.*

# 52.243-6 CHANGE ORDER ACCOUNTING APR 1984

*Note 2 applies if the Prime Contract requires change order accounting.*

**52.244-2 SUBCONTRACTS** OCT 2010

*Notes 1 and 2 apply.*

# 52.245-1 GOVERNMENT PROPERTY JAN 2017

*Note 5 applies*.

**52.245-9 USE AND CHARGES** APR 2012

*Note 5 applies.*

# 52.246-25 LIMITATION OF LIABILITY--SERVICES FEB 1997

# 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) APR 1984

*Clause is applicable when Government terminates the Prime Contract.*

# 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) APR 2012

*Clause is applicable when Government terminates the Prime Contract.*

# 52.249-6 TERMINATION (COST REIMBURSEMENT) MAY 2004

# 52.249-9 DEFAULT (FIXED-PRICED RESEARCH AND DEVELOPMENT) APR 1984

# 52.249-14 EXCUSABLE DELAYS APR 1984

**52.253-1 COMPUTER GENERATED FORMS** JAN 1991

**252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE** DEC 1991

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** SEPT 2011

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE**

**CONTRACT-RELATED FELONIES** DEC 2008

*Applies if this Contract exceeds $150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in the meaning for paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.*

# 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS SEP 2013

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL** DEC 2012

*Applies when FAR 2-3-13 applies to this Contract.*

# 252.203-7004 DISPLAY OF HOTLINE POSTER(S) OCT 2016

*Applies in lieu of FAR 52.203-14.*

# 252.204-7000 DISCLOSURE OF INFORMATION OCT 2016

*Note 2 applies.*

# 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR 1992

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY** OCT 2016

**CONTRACTOR REPORTED CYBER INCIDENT INFORMATION**

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** OCT 2016

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**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** DEC 1991

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY** OCT 2015

**THE GOVERNMENT OF A TERRORIST COUNTRY**

*Note 5 applies for (b)*.

# 252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM OCT 2015

**252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY** AUG 2012

*Applies if this Contract requires Government property in Seller’s possession to contain unique item identification*.

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2018-O0007)** APR 2018

*Applies if FAR 52.219-9 applies to this Contract. Delete paragraph (g).Note* 5 applies.

**252.223-7004 DRUG FREE WORK FORCE** SEP 1988

# 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DEC 2017

**252.225-7048 EXPORT-CONTROLLED ITEMS** JUN 2013

# 252.227-7013 RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (ALT II) MAR 2011

*Note 5 applies*.

# 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL FEB 2014

# COMPUTER SOFTWARE DOCUMENTATION

# 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION JAN 2011

# 252.227-7017 INDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RIGHTS JAN 2011

# *The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and*

# *Computer Software to be delivered under the Contract*.

# 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE SEP 2016

**252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION** MAY 2013

**MARKED WITH RESTRICTIVE LEGENDS**

*The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract*.

# 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE APR 1988

# 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT MAR 2000

*Note 5 applies*.

# 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA SEP 2016

*Note 5 applies*.

# 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DEC 1991

# 252.232-7010 LEVIES ON CONTRACT PAYMENTS DEC 2006

# 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT JAN 2015

# 252.242-7005 CONTRACTOR BUSINESS SYSTEMS FEB 2012

# 252.243-7001 PRICING OF CONTRACT MODIFICATIONS DEC 1991

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** DEC 2012

*Note 5 applies*.

# 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS JUN 2013

# 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION MAY 2014

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY** APR 2012

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY** APR 2012

*No Note applies; (b)(1) does not apply to Seller*.

# 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION APR 2012

*Note 5 applies*.

# 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL DEC 2017

*Note 1 and Note 2 apply*.

# 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION OCT 2015

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-O0018) (AUG 2018)**

*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.*

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause -

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](https://uscode.house.gov/view.xhtml?req=43+U.S.C.+1601&f=treesort&fq=true&num=151&hl=true&edition=prelim&granuleId=USC-prelim-title43-section1601%20) et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626(e)(1)](https://uscode.house.gov/view.xhtml?req=43+U.S.C.+1626%28e%29%281%29&f=treesort&fq=true&num=17&hl=true&edition=prelim&granuleId=USC-prelim-title43-section1626%20). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626(e)(2)](https://uscode.house.gov/view.xhtml?req=43+U.S.C.+1626%28e%29%281%29&f=treesort&fq=true&num=17&hl=true&edition=prelim&granuleId=USC-prelim-title43-section1626%20).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%202_1.html#wp1145508) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at [http://www.esrs.gov](http://www.esrs.gov/).

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](https://uscode.house.gov/view.xhtml?req=(title:43%20section:1601%20edition:prelim)) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452(c)](https://uscode.house.gov/view.xhtml?req=25+U.S.C.+1452%28C%29&f=treesort&fq=true&num=48&hl=true&edition=prelim&granuleId=USC-prelim-title25-section145%20). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452(e)](https://uscode.house.gov/view.xhtml?req=25+U.S.C.+1452%28C%29&f=treesort&fq=true&num=48&hl=true&edition=prelim&granuleId=USC-prelim-title25-section1452%20).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](https://uscode.house.gov/view.xhtml?req=43+U.S.C.+1626%28e%29%281%29&f=treesort&fq=true&num=17&hl=true&edition=prelim&granuleId=USC-prelim-title43-section1626):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at [http://www.esrs.gov](http://www.esrs.gov/). The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its unique entity identifier, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating -

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2019_7.html#wp1088749) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_212_213.html#wp1203358), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_241_244.html#wp1129139), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at [http://www.esrs.gov](http://www.esrs.gov/). Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2019_7.html#wp1088766)(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government’s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

**52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)**

*[Applies if the subcontract is subject to CAS]*

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall—

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor’s cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor’s cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor’s signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor’s established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ([26 U.S.C. 6621(a)(2)](https://uscode.house.gov/view.xhtml?req=26+U.S.C.+6621%28a%29%282%29&f=treesort&fq=true&num=51&hl=true&edition=prelim&granuleId=USC-prelim-title26-section6621)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under[41 U.S.C. Chapter 71](https://uscode.house.gov/browse/prelim%40title41/subtitle3/chapter71%26edition%3Dprelim), Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor’s award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor’s signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection [30.201-4](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2030_2.html#wp1068153) of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of $2 million, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER. (MAY 1995)**

 (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the NAVAL SEA SYSTEMS COMMAND under Contract No. N00024-19-C-2234.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].