# NATIONAL STEEL AND SHIPBUILDING COMPANY

# SPECIAL TERMS AND CONDITIONS

**T-ARC PROGRAM**

**N00024-21-C-2212**

**PRIME CONTRACT CLAUSES – N00024-21-C-2212**

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 N00024-21-C-2212 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

C-202-H002 ADDITIONAL DEFINITIONS–ALTERNATE I (NAVSEA) (OCT 2018)

(a) Department ‑ means the Department of the Navy.

(b) 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.

(c) 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.

(End of text)

C-243-H002 NOTIFICATION OF CHANGES (MAY 2019) [*Modified* by Buyer]

(a) Definitions. As used in this requirement, the term "Buyer" does not include any representative of the Buyer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Seller. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Seller considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer or Buyer, Seller shall notify the Buyer of any conduct which the Seller considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Seller identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Seller:

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

 (2) The name, function, and activity of the individuals directly 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) The particular elements of contract performance for which the Seller might seek an equitable adjustment under this requirement, including:

 (i) What ship(s) have been or might be affected by the alleged change;

 (ii) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the alleged change;

 (iii) To the extent practicable, the Seller's preliminary order of magnitude estimate of cost and schedule impact, including 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; and

 (iv) What and in what manner are the particular technical requirements or contract requirements regarded as changed; and

(v) The Seller’s estimate of the time by which the Government or Buyer must respond to the Sellers’s notice to minimize cost, delay or disruption of performance.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Seller shall take no action to implement an alleged change until advised by the Contracting Officer or Buyer in writing as provided in (d) below, unless the alleged change was previously directed by the Contracting Officer or Buyer, in which case the Seller shall conform therewith. Nothing in this paragraph (c) shall excuse the Seller from proceeding with contract work other than implementation of the alleged change or from proceeding in accordance with directions issued by the Buyer.

(d) Buyer Response. The Buyer shall promptly, and in any event within twenty‑one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer or Buyer shall either:

 (1) Confirm that the conduct of which the Seller gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

 (2) Countermand any conduct regarded by the Seller as a change, or;

 (3) Deny that the conduct of which the Seller gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

 (4 In the event the Seller's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Seller what additional information is required. Failure of the Buyer to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Buyer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Seller is to take no action to implement an alleged change pending the Buyer’s response to the Seller's notice of the change, except where specifically directed by the Buyer. In special situations, however, such as where:

 (1) The circumstances do not allow sufficient time to notify the Buyer of the facts prior to the need to proceed with the work, and;

 (2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government or Buyer, the Seller may proceed with work in accordance with the alleged change. In such special situations, the Seller shall advise the Buyer in writing within ten (10) days of the conduct giving rise to the alleged change that the Contractor has proceeded with work and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the alleged change, the Seller shall provide notice as required in (b) above. The Buyer shall respond as set forth in (d) above. If the Buyer determines that the conduct constitutes a change and countermands it, the Seller shall be entitled to an equitable adjustment for performance of work in accordance with that change prior to the countermand including any additional performance resulting from the countermand.

(g) When the Seller identifies any conduct which may result in delay to delivery of the ship(s), the Seller shall promptly so inform the Buyer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Seller does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the  TBD     quarter of  TBD    , the Seller shall deliver to the Buyer an executed release, in the format set forth in Exhibit "A" to this requirement, covering the six-month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Seller. If the Seller cites specific exceptions to the release, the Seller shall concurrently provide the Buyer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract. Within sixty (60) days of receipt of the release, the Buyer shall sign and return a copy of the release to the Seller. If the Buyer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(End of text)

C-245-H004 INFORMATION AND DATA FURNISHED BY THE BUYER--BASIC (MAY 2019) [*Modified* by Buyer]

(a) Contract Specifications. The Buyer will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Buyer will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

1. The Contracting Officer or Buyer may at any time by written order:

 (i) Delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

 (ii) Add items of data or information to the attachment identified in Section J; or

 (iii) Establish or revise due dates for items of data or information in the attachment identified in Section J.

1. If any action taken by the Buyer pursuant to subparagraph (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 Seller 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.

 (d) Except for the Government or Buyer information and data specified by paragraphs (a), (b), and (c) above, the Government or Buyer will not be obligated to furnish the Seller any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" ([FAR 52.245-1](https://www.acquisition.gov/far/52.245-12)) or "Government Property Installation Operation Services" ([FAR 52.245-2](https://www.acquisition.gov/far/52.245-2)), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. Buyer and the Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

1. From the ASSIST database via the internet at https://assist.dla.mil/online/start/; or
2. By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

 700 Robbins Avenue

 Philadelphia, Pennsylvania 19111-5094

 Telephone (215) 697-6396

 Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(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 shipmentin 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)

D-211-H002 MARKING OF REPORTS (OCT 2018)[*Modified* by Buyer]

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

 (1) name and business address of the Seller

 (2) contract number

|  |  |
| --- | --- |
| (3) sponsor: | NASSCO  |
|  | (Name of Individual Sponsor) |
|  | NASSCO  |
|  | (Name of Requiring Activity) |
|  | 2789 Harbor DrSan Diego, Ca 92113 |
|  | (City and State) |

(End of text)

# Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.246-2  | Inspection Of Supplies--Fixed Price  | AUG 1996  |   |
| 52.246-4  | Inspection Of Services--Fixed Price  | AUG 1996  |   |
| 52.246-7  | Inspection Of Research And Development Fixed Price  | AUG 1996  |   |
| 52.246-16  | Responsibility For Supplies  | APR 1984  |   |

CLAUSES INCORPORATED BY FULL TEXT

E-246-H018 INSPECTION AND ACCEPTANCE OF PIO (NAVSEA) (OCT 2018)

Item(s)0001, 0003- Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

(End of text)

INSPECTION & ACCEPTANCE DATA

INSPECTION AND ACCEPTANCE OF DATA

Inspection and acceptance of all data shall be as specified on Attachment J- 2 Data Requirements List(s).

# Section F - Deliveries or Performance

# Section G - Contract Administration Data

# Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2018)[*Modified* by Buyer]

(a)  "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.  "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b)  The Seller warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Seller does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c)  It is recognized that the effort to be performed by the Seller under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition.  In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Buyer, the right of the Seller to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of [FAR 9.5](https://www.acquisition.gov/far/part-9#FAR_Subpart_9_5).

(d)  The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government/Buyer:

(1)  any information provided to the Seller by the Government or Buyer during or as a result of performance of this contract.  Such information includes, but is not limited to, information submitted to the Government or Buyer on a confidential basis by other persons.  Further, the prohibition against release of Government or Buyer provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Seller generated work or where it is discernible from materials incorporating or based upon such information.  This prohibition shall not expire after a given period of time.

(2)  any information generated or derived during or as a result of performance of this contract.  This prohibition shall expire after a period of three years after completion of performance of this contract.

(e)  The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Seller, any subcontractor, consultant, or employee of the Seller, any joint venture involving the Seller, any entity into or with which it may merge or affiliate, or any successor or assign of the Seller.  The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f)  The Seller further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Seller, any affiliate of the Seller, any subcontractor, consultant, or employee of the Seller, any joint venture involving the Seller, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services  which is the subject of the work to be performed under this contract.  This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract.  As provided in [FAR 9.505-2](https://www.acquisition.gov/far/part-9#FAR_9_505_2), if the Government or Buyer procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Seller, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Seller may, with the authorization of the cognizant Contracting Officer or Buyer, participate in a subsequent procurement for the same system, component, or service.  In other words, the Seller may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(g)  The Seller agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer or Buyer.  The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Seller has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer or Buyer in making a determination on this matter.  Notwithstanding this notification, the Government/Buyer may terminate the contract for the convenience of the Government/Buyer if determined to be in the best interest of the Government or Buyer.

(h)  Notwithstanding paragraph (g) above, if the Seller was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer Buyer, the Government or Buyer may terminate this contract for default.

(i)  If the Seller takes any action prohibited by this requirement or fails to take action required by this requirement, the Government/Buyer may terminate this contract for default.

(j)  The Buyer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(k)  Nothing in this requirement is intended to prohibit or preclude the Buyer from marketing or selling to the United States Government or Buyer its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Seller from participating in any research and development or delivering any design development model or prototype of any such equipment.  Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(l)  The Seller shall promptly notify the Buyer, in writing, if it has been tasked to evaluate or advise the Buyer concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Buyer’s interest.

(m)  The Seller shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Seller" where appropriate.

(n)  The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(o)  Compliance with this requirement is a material requirement of this contract.

(End of text)

# 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 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.**

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |
| --- | --- | --- |
| 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  |
| 52.203-14  | Display of Hotline Poster(s) *Notes 3(d) applies* | JUN 2020  |
| 52.203-15  | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009  | JUN 2010  |
| 52.203-17  | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | JUN 2020  |
| 52.203-19  | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements *Clause (f) applies* | JAN 2017  |
| 52.204-12  | Unique Entity Identifier Maintenance  | OCT 2016  |
| 52.204-14  | Service Contract Reporting Requirements  | 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 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | OCT 2020 |
| 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  |
| 52.215-11  | 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  |
| 52.215-14  | Integrity of Unit Prices  | JUN 2020  |
| 52.215-15  | Pension Adjustments and Asset Reversions *Applies if this contract meets the applicability requirements of FAR 15.408(g). Note 5 applies* | OCT 2010  |
| 52.215-18  | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions *Applies if this contract meets the requirements of FAR 15.408(j) Note 5 applies* | JUL 2005  |
| 52.215-19  | Notification of Ownership Changes *Applies if this contract meets the requirements of FAR 15.408(i)* | OCT 1997  |
| 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  |
| 52.216-8  | Fixed Fee  | JUN 2011  |
| 52.219-8  | Utilization of Small Business Concerns *Does not apply to small businesses. Note 5 applies* | OCT 2018  |
| 52.222-2  | Payment For Overtime Premiums *Note 5 applies.* | JUL 1990  |
| 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  |
| 52.222-21  | 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  |
| 52.222-35  | Equal Opportunity for Veterans  | JUN 2020  |
| 52.222-36  | Equal Opportunity for Workers with Disabilities  | JUN 2020  |
| 52.222-37  | Employment Reports on Veterans  | 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.*  | JAN 2019  |
| 52.222-54  | Employment Eligibility Verification *Applies if this contract exceeds $3,500. No Note applies* | OCT 2015  |
| 52.223-3  | Hazardous Material Identification And Material Safety Data *Note 5 applies.* | JAN 1997  |
| 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  |
| 52.224-3  | Privacy Training  | JAN 2017  |
| 52.225-13  | Restrictions on Certain Foreign Purchases *No note applies* | JUN 2008  |
| 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  |
| 52.228-7  | Insurance--Liability To Third Persons  | MAR 1996  |
| 52.229-3  | Federal, State And Local Taxes *Note 2 applies to (g)* | FEB 2013  |
| 52.230-6  | Administration of Cost Accounting Standards *Applies if FAR 52.230-3 or FAR 52.230-3 applies. No note applies.*  | JUN 2010  |
| 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  |
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors *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* | DEC 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  |
| 52.242-13  | Bankruptcy *Note 2 applies* | JUL 1995  |
| 52.243-1 Alt I | Changes-Fixed-Price | APR 1984 |
| 52.245-1  | Government Property *Note5 applies* | JAN 2017  |
| 52.245-9  | Use And Charges *Note 5 applies.*  | APR 2012  |
| 52.249-1  | Termination For Convenience Of The Government (Fixed Price) (Short Form) *Clause is applicable when Government terminate the Prime Contract.* | APR 1984  |
| 52.249-2  | Termination For Convenience Of The Government (Fixed-Price) *Clause is applicable when Government terminates the Prime Contract*  | APR 2012  |
| 52.249-9  | Default (Fixed-Priced Research And Development)  | APR 1984  |
| 52.249-14  | Excusable Delays *Note 2 applies to (b) (2) and Note 7 applies to (c).* | APR 1984  |
| 52.252-2  | Clauses Incorporated By Reference  | FEB 1998  |
| 52.252-6  | Authorized Deviations In Clauses *No note applies.* | 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  |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV2020 |
| 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  |
| 252.225-7048  | Export-Controlled Items *No note applies* | JUN 2013  |
| 252.227-7013 | Rights in Technical Data—Noncommercial items*Notes 5 applies* | FEB 2014 |
| 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  |
| 252.227-7016  | 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  |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions*The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the contract. Note 5 applies.*  | 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  |
| 252.227-7037  | Validation of Restrictive Markings on Technical DataNote 5 applies  | SEP 2016  |
| 252.227-7038  | Patent Rights--Ownership by the Contractor (Large Business)  | JUN 2012  |
| 252.231-7000  | Supplemental Cost Principles *No note applies* | DEC 1991  |
| 252.232-7010  | Levies on Contract Payments*Note 2 applies*  | DEC 2006  |
| 252.239-7000  | Protection Against Compromising Emanations  | OCT 2019  |
| 252.239-7001  | Information Assurance Contractor Training and Certification *Note 5 applies* | JAN 2008  |
| 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* | DEC 2017  |
| 252.245-7003  | Contractor Property Management System Administration *Not 5 applies* | APR 2012  |
| 252.245-7004  | Reporting, Reutilization, and Disposal *Note 1 and Note 2 apply.* | DEC 2017  |