

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements  | DEC 2010 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information                                 | OCT 2016 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements  | NOV 2020 |
| 52.202-1     | Definitions  | JUN 2020 |
| 52.203-3     | Gratuities   | APR 1984 |
| 52.203-5     | Covenant Against Contingent Fees   | MAY 2014 |
| 52.203-6     | Restrictions On Subcontractor Sales To The Government  | JUN 2020 |
| 52.203-7     | Anti-Kickback Procedures   | JUN 2020 |
| 52.203-8     | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | MAY 2014 |
| 52.203-10    | Price Or Fee Adjustment For Illegal Or Improper Activity   | MAY 2014 |
| 52.203-12    | Limitation On Payments To Influence Certain Federal Transactions   | JUN 2020 |
| 52.203-13    | Contractor Code of Business Ethics and Conduct   | JUN 2020 |
| 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   | JAN 2017 |
| 52.204-2     | Security Requirements  | AUG 1996 |
| 52.204-4     | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper   | MAY 2011 |
| 52.204-9     | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-10    | Reporting Executive Compensation and First-Tier Subcontract Awards   | JUN 2020 |
| 52.204-12    | Unique Entity Identifier Maintenance   | OCT 2016 |
| 52.204-13    | System for Award Management Maintenance  | OCT 2018 |
| 52.204-19    | Incorporation by Reference of Representations and Certifications.  | DEC 2014 |
| 52.204-21    | Basic Safeguarding of Covered Contractor Information Systems   | JUN 2016 |
| 52.204-23    | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | JUL 2018 |
| 52.204-25    | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.                            | AUG 2020 |
| 52.209-6     | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment           | 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   | NOV 2015 |
| 52.210-1     | Market Research  | JUN 2020 |
| 52.211-5     | Material Requirements  | AUG 2000 |
| 52.211-15    | Defense Priority And Allocation Requirements   | APR 2008 |
| 52.215-2     | Audit and Records--Negotiation   | JUN 2020 |
| 52.215-8     | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-10    | Price Reduction for Defective Certified Cost or Pricing Data   | AUG 2011 |
| 52.204-27    | Prohibition on a ByteDance Covered Application   | JUN 2023 |

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| 52.215-11            | Price Reduction for Defective Certified Cost or Pricing Data--  | JUN 2020            |
|                      | Modifications   |                     |
| 52.215-12            | Subcontractor Certified Cost or Pricing Data  | JUN 2020            |
| 52.215-13            | Subcontractor Certified Cost or Pricing Data--Modifications   | JUN 2020            |
| 52.215-14            | Integrity of Unit Prices  | JUN 2020            |
| 52.215-15            | Pension Adjustments and Asset Reversions  | OCT 2010            |
| 52.215-18            | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions                              | JUL 2005            |
| 52.215-19            | Notification of Ownership Changes   | OCT 1997            |
| 52.215-21            | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | JUN 2020            |
| 52.219-4             | Notice of Price Evaluation Preference for HUBZone Small Business Concerns   | MAR 2020            |
| 52.219-8             | Utilization of Small Business Concerns  | OCT 2018            |
| 52.219-9             | Small Business Subcontracting Plan  | JUN 2020            |
| 52.219-16            | Liquidated Damages-Subcontracting Plan  | JAN 1999            |
| 52.219-28            | Post-Award Small Business Program Rerepresentation  | MAY 2020            |
| 52.222-1             | Notice To The Government Of Labor Disputes  | FEB 1997            |
| 52.222-3             | Convict Labor   | JUN 2003            |
| 52.222-4             | Contract Work Hours and Safety Standards - Overtime Compensation  | MAY 2018            |
| 52.222-19            | Child Labor -- Cooperation with Authorities and Remedies  | JAN 2020            |
| 52.222-20            | Contracts for Materials, Supplies, Articles, and Equipment  | JUN 2020            |
| <del>52.222-21</del> | <del>Prohibition Of Segregated Facilities</del>   | <del>APR 2015</del> |
| <del>52.222-26</del> | <del>Equal Opportunity</del>  | <del>SEP 2016</del> |
| 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  | DEC 2010            |
| 52.222-50            | Combating Trafficking in Persons  | JAN 2019            |
| 52.222-54            | Employment Eligibility Verification   | OCT 2015            |
| 52.223-3             | Hazardous Material Identification And Material Safety Data  | JAN 1997            |
| 52.223-5             | Pollution Prevention and Right-to-Know Information  | MAY 2011            |
| 52.223-6             | Drug-Free Workplace   | MAY 2001            |
| 52.223-10            | Waste Reduction Program   | MAY 2011            |
| 52.223-11            | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.                                    | JUN 2016            |
| 52.223-12            | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.                          | JUN 2016            |
| 52.223-15            | Energy Efficiency in Energy-Consuming Products  | MAY 2020            |
| 52.223-18            | Encouraging Contractor Policies To Ban Text Messaging While Driving   | JUN 2020            |
| 52.223-19            | Compliance with Environmental Management Systems  | MAY 2011            |
| 52.224-1             | Privacy Act Notification  | APR 1984            |
| 52.224-2             | Privacy Act   | APR 1984            |
| 52.225-13            | Restrictions on Certain Foreign Purchases   | JUN 2008            |
| 52.227-1             | Authorization and Consent   | JUN 2020            |
| 52.227-2             | Notice And Assistance Regarding Patent And Copyright Infringement   | JUN 2020            |
| 52.228-5             | Insurance - Work On A Government Installation   | JAN 1997            |
| 52.229-3             | Federal, State And Local Taxes  | FEB 2013            |
| 52.229-4             | Federal, State, And Local Taxes (State and Local Adjustments)   | FEB 2013            |
| 52.230-2             | Cost Accounting Standards   | JUN 2020            |

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| 52.230-6       | Administration of Cost Accounting Standards  | JUN 2010 |
| 52.232-1       | Payments   | APR 1984 |
| 52.232-8       | Discounts For Prompt Payment   | FEB 2002 |
| 52.232-9       | Limitation On Withholding Of Payments  | APR 1984 |
| 52.232-11      | Extras   | APR 1984 |
| 52.232-17      | Interest   | MAY 2014 |
| 52.232-23      | Assignment Of Claims   | MAY 2014 |
| 52.232-25      | Prompt Payment   | JAN 2017 |
| 52.232-33      | Payment by Electronic Funds Transfer--System for Award Management  | OCT 2018 |
| 52.232-39      | Unenforceability of Unauthorized Obligations   | JUN 2013 |
| 52.232-40      | Providing Accelerated Payments to Small Business Subcontractors  | DEC 2013 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I  | DEC 1991 |
| 52.233-3       | Protest After Award  | AUG 1996 |
| 52.233-4       | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 52.234-1       | Industrial Resources Developed Under Title III, Defense Production Act   | SEP 2016 |
| 52.237-2       | Protection Of Government Buildings, Equipment, And Vegetation  | APR 1984 |
| 52.242-1       | Notice of Intent to Disallow Costs   | APR 1984 |
| 52.242-2       | Production Progress Reports  | APR 1991 |
| 52.242-13      | Bankruptcy   | JUL 1995 |
| 52.243-1       | Changes--Fixed Price   | AUG 1987 |
| 52.243-6       | Change Order Accounting  | APR 1984 |
| 52.244-5       | Competition In Subcontracting  | DEC 1996 |
| 52.244-6       | Subcontracts for Commercial Items  | AUG 2020 |
| 52.245-1 Alt I | Government Property (JAN 2017) Alternate I   | APR 2012 |
| 52.245-9       | Use And Charges  | APR 2012 |
| 52.247-68      | Report of Shipment (REPSHIP)   | FEB 2006 |
| 52.248-1       | Value Engineering  | JUN 2020 |
| 52.249-2       | Termination For Convenience Of The Government (Fixed-Price)  | APR 2012 |
| 52.249-8       | Default (Fixed-Price Supply & Service)   | APR 1984 |
| 52.251-1       | Government Supply Sources  | APR 2012 |
| 52.253-1       | Computer Generated Forms   | JAN 1991 |
| 252.203-7000   | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011 |
| 252.203-7001   | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                       | DEC 2008 |
| 252.203-7002   | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013 |
| 252.203-7003   | Agency Office of the Inspector General   | AUG 2019 |
| 252.204-7000   | Disclosure Of Information  | OCT 2016 |
| 252.204-7003   | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7004   | Antiterrorism Awareness Training for Contractors.  | FEB 2019 |
| 252.204-7012   | Safeguarding Covered Defense Information and Cyber Incident Reporting  | DEC 2019 |
| 252.204-7015   | Notice of Authorized Disclosure of Information for Litigation Support  | MAY 2016 |
| 252.205-7000   | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7004   | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.211-7005   | Substitutions for Military or Federal Specifications and Standards   | NOV 2005 |

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| 252.211-7006 | Passive Radio Frequency Identification   | DEC 2019 |
| 252.211-7007 | Reporting of Government-Furnished Property   | AUG 2012 |
| 252.215-7002 | Cost Estimating System Requirements  | DEC 2012 |
| 252.217-7003 | Changes  | DEC 1991 |
| 252.217-7004 | Job Orders and Compensation  | MAY 2006 |
| 252.217-7005 | Inspection and Manner of Doing Work  | JUL 2009 |
| 252.217-7006 | Title  | DEC 1991 |
| 252.217-7007 | Payments   | DEC 1991 |
| 252.217-7008 | Bonds  | DEC 1991 |
| 252.217-7009 | Default  | DEC 1991 |
| 252.217-7010 | Performance  | JUL 2009 |
| 252.217-7011 | Access to Vessel   | DEC 1991 |
| 252.217-7012 | Liability and Insurance  | AUG 2003 |
| 252.217-7013 | Guarantees   | DEC 1991 |
| 252.217-7014 | Discharge of Liens   | DEC 1991 |
| 252.217-7015 | Safety and Health  | DEC 1991 |
| 252.217-7016 | Plant Protection   | DEC 1991 |
| 252.217-7027 | Contract Definitization  | DEC 2012 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts)   | DEC 2019 |
| 252.223-7001 | Hazard Warning Labels  | DEC 1991 |
| 252.223-7004 | Drug Free Work Force   | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials  | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium   | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic   | DEC 2017 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors   | DEC 2017 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award                            | MAY 2019 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals   | DEC 2019 |
| 252.225-7012 | Preference For Certain Domestic Commodities  | DEC 2017 |
| 252.225-7013 | Duty-Free Entry--Basic   | APR 2020 |
| 252.225-7015 | Restriction on Acquisition of Hand Or Measuring Tools  | JUN 2005 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings   | JUN 2011 |
| 252.225-7019 | Restriction on Acquisition of Anchor and Mooring Chain   | DEC 2009 |
| 252.225-7021 | Trade Agreements--Basic  | SEP 2019 |
| 252.225-7025 | Restriction on Acquisition of Forgings   | DEC 2009 |
| 252.225-7030 | Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate   | DEC 2006 |
| 252.225-7036 | Buy American--Free Trade Agreements--Balance of Payments Program--Basic  | DEC 2017 |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers   | DEC 2018 |
| 252.225-7048 | Export-Controlled Items  | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items  | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items   | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information  | JAN 2011 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends               | MAY 2013 |
| 252.227-7030 | Technical Data--Withholding Of Payment   | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data   | SEP 2016 |
| 252.231-7000 | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |

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| 252.232-7017 | Accelerating Payments to Small Business Subcontractors--<br>Prohibition on Fees and Consideration | APR 2020 |
| 252.233-7001 | Choice of Law (Overseas)  | JUN 1997 |
| 252.242-7004 | Material Management And Accounting System   | MAY 2011 |
| 252.242-7005 | Contractor Business Systems   | FEB 2012 |
| 252.242-7006 | Accounting System Administration  | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications   | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment   | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items   | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration   | MAY 2014 |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy<br>Property                                   | APR 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished<br>Property                                | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property   | DEC 2017 |
| 252.245-7003 | Contractor Property Management System Administration  | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal  | DEC 2017 |
| 252.246-7003 | Notification of Potential Safety Issues   | JUN 2013 |
| 252.247-7023 | Transportation of Supplies by Sea   | FEB 2019 |
| 252.251-7000 | Ordering From Government Supply Sources   | AUG 2012 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$(\*\*\*) per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

\*\*\* - To be specified for each Delivery Order, as applicable.

(End of clause)

#### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *Contract Award* through *the final date in the last exercised option period*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$250,000,000**;

(2) Any order for a combination of items in excess of **\$250,000,000**; or

(3) A series of orders from the same ordering office within **three (3)** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the required delivery date(s) in any order(s) issued within the contract's ordering period.

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within two (2) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What line items have been or may be affected by the alleged change;

- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
    - (i) In the contract price or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.
  - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b)



and (c) above.

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

(End of clause)

## 52.244-2 SUBCONTRACTS (JUN 2020)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

\*TBD at Delivery Order Level\*

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\*TBD at Delivery Order Level\*

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acq.gov/FAR>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to

the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

| Contract line, subline, or exhibit<br>line item No. | Item description |
|---|------------------|
| .....   |                  |

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

| Contract line, subline, or exhibit<br>line item No. | Item description |
|---|------------------|
| .....   |                  |

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*



- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## 252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

**52.217-7 VAR II OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION II) (OCT 2018)**

(a) By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor's receipt of the Specification Work Package prepared in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:

| <u>FISCAL YEAR</u> | <u>ITEM</u> | <u>LATES OPTION EXERCISE DATE</u>  |
|--------------------|-------------|------------------------------------|
|                    |             | <u>*TBD At the Delivery Order*</u> |
|                    |             |                                    |

(b) The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibit(s) A001-A003, A005-A009, A011, A014, A016-A017, B001-B009, C001-C002 and the Provisioning Documentation, Exhibit(s) N/A.

(End of Clause)