



Attachment 1 – FAR/DFARS Clauses

Orders issued against this NASA SEWP catalog are subject to the clauses included in the underlying NASA SEWP V Contract and the additional Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses listed below are incorporated. Ordering Offices should consider the requirements of the FAR, DFARS and agency supplements of the end user component, as it applies to commercial item acquisition and use of NASA SEWP V, when determining what additional clauses may be required for incorporation in the order issued by the Ordering Office.

The full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/far/index.html>

<http://farsite.hill.af.mil/>

The Contractor agrees to comply with the following FAR and DFARS clauses and are included in this BPA by reference to implement a provision of law or Executive orders applicable to acquisitions of commercial items or components.

***Additional agency level regulations may be included in the BPA Call to the extent they do not conflict with the FAR or DFARS.

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION 2018-O0021)
52.232-37	Multiple Payment Arrangements (MAY 1999)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7003	Agency Office of the Inspector General (AUG 2019)
252.203-7005	Representation Relating to Compensation of Former DoD Officials (NOV 2011)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (OCT 2016)
252.204-7015	Disclosure of Information to Litigation Support Contractors (MAY 2016)
252.207-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019)
252.205-7000	Provision Of Information To Cooperative Agreement Holders (DEC 1991)



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252.211-7003	Item Unique Identification and Valuation (MAR 2016)
252.211-7007	Reporting of Government-Furnished Property (AUG 2012)
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003)
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)
252.225-7979	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008)
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2014-O0016)
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)
252.227-7013	Rights in Technical Data, Non-Commercial Items (FEB 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
252.227-7015	Technical Data--Commercial Items (FEB 2014)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 2016)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
252.232-7006	Wide Area WorkFlow Payment Instructions (DEC 2018)
252.232-7009	Mandatory Payment by Government-wide Commercial Purchase Card (MAY 2018)
252.232-7010	Levies on Contract Payments (DEC 2006)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
252.239-7009	Representation of Use of Cloud Computing Services (SEP 2015)
252.239-7010	Cloud Computing Services (OCT 2016)
252.239-7017	Notice of Supply Chain Risk (DEVIATION 2018-O0020)
252.239-7018	Supply Chain Risk (DEVIATION 2018-O0020)
252.243-7002	Requests for Equitable Adjustment (DEC 2012)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (JUN 2013)



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252.246-7008 Sources of Electronic Parts (MAY 2018)

252.247-7023 Transportation of Supplies by Sea (FEB 2019)

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);



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(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.



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(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause—

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;



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(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)