

AWARD/CONTRACT		JSUV	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DO: A1	Page 1	
2. CONTRACT (Proc. Inst. Ident) NO. FA8222-12-D-0012			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST PROJECT NO. F2DCBJ0141B001 FA822410R1000		
5. ISSUED BY DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING OO ALC PKES 6038 ASPEN AVENUE BLDG 1289 HILL AIR FORCE BASE UT 84056-5805 BUYER: Chad R. Kotter/OO-ALC/PKE chad.kotter@hill.af.mil				6. ADMINISTERED BY (If other than Item 5) CODE DCMA HUNTSVILLE BUILDING 4505 SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001 USA		S0107A SCD:C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) JACOBS TECHNOLOGY INC. DBA: JACOBS 600 WILLIAM NORTHERN BLVD TULLAHOVA TN 37388-4729 UNITED STATES (931) 393-6694 Attn: TERRY HAGEN EMail Address: terry.hagen@jacobs.com					8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
					9. DISCOUNT FOR PROMPT PAYMENT NET 30 DAYS		
					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS →		ITEM
CODE 07486		FACILITY CODE					
11. SHIP TO/MARK FOR CODE			12. PAYMENT WILL BE MADE BY CODE HQ0338 (SEE ESP CLAUSE 252.232-7003.) DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264 UNITED STATES				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
			ROUTINE				
15G. TOTAL AMOUNT OF CONTRACT			Ceiling AMOUNT \$ 1,900,000,000.00				
16. TABLE OF CONTENTS							
	DESCRIPTION			PAGE		DESCRIPTION	
	PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER		
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION AND FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18. <input type="checkbox"/> SEALED BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Travis L. Dean , travis.dean@hill.af.mil			
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		20C. DATE SIGNED	

**PART I - THE SCHEDULE
 SECTION B
 SUPPLIES OR SERVICES AND PRICES/COSTS**

(FFP) Engineering and Related Services

Item No.
0001

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO	To be Determined	To be Determined

(FFP) Engineering and related services

Engineering and related services IAW the attached Performance Work Specification (PWS). Material and other direct costs shall be included in the total CLIN price. All travel costs associated with this CLIN shall be proposed under CLIN 0004.

Labor rates shall not exceed those identified in the pricing matrix attached in Section J. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Purchase Request(s)	PR Line Item(s)
F2CBJ0141B001	0001

Required Period of Performance	Place of Perf	Quantity (U/I)	Req No / Pri
		-	-

1 LO

The ordering period for this CLIN shall be Date of Award through 60 months. IAW Clause 52.217-8 the ordering period may be extended 6 months. The Period of Performance for this CLIN shall be Date of Award through 7 years.

(CPFF) Engineering and Related Services

Item No.
0002

Cost Plus Fixed Fee

<u>Quantity</u>	<u>U/I</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Est Total Cost</u>
1	LO	To be Determined		To be Determined

(CPFF) Engineering and related services

Engineering and related services IAW the attached Performance Work Specification (PWS). All material, travel, and other direct costs shall be proposed under this CLIN.

PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Purchase Request(s)	PR Line Item(s)
F2CBJ0141B001	0002

Required Period of Performance	Place of Perf	Quantity (U/I)	Req No / Pri
		-	-

1 LO

The ordering period for this CLIN shall be Date of Award through 60 months. IAW Clause 52.217-8 the ordering period may be extended 6 months. The Period of Performance for this CLIN shall be Date of Award through 7 years.

(CPIF) Engineering and Related Services

Item No.
 0003

Cost Plus Incentive Fee

<u>Quantity</u>	<u>U/I</u>	<u>Est Target Cost</u>	<u>Target Fee</u>	<u>Total Estimated Cost</u>
1	LO	To be Determined		To be Determined

(CPIF) Engineering and related services

Engineering and related services IAW the attached Performance Work Specification (PWS). All material, travel, and other direct costs shall be proposed under this CLIN.

Incentive Fee conditions will be identified on task orders issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Purchase Request(s) **PR Line Item(s)**

F2CBJ0141B001 0003

Place of Perf	Quantity (U/I)			Req No / Pri
		-	-	

**Required
 Period of
 Performance**

1 LO

The ordering period for this CLIN shall be Date of Award through 60 months. IAW Clause 52.217-8 the ordering period may be extended 6 months. The Period of Performance for this CLIN shall be Date of Award through 7 years.

(CR) Travel

Item No.
 0004

Cost Reimbursement - No Fee

<u>Quantity</u>	<u>U/I</u>	<u>Est Unit Cost</u>	<u>Total Estimated Cost</u>
1	LO	To be Determined	To be Determined

(CR) Travel

Travel costs associated with efforts performed under CLIN 0001.

All travel shall be conducted in accordance with FAR 31.205-46

Purchase Request(s) **PR Line Item(s)**

F2CBJ0141B001 0004

Place of Perf	Quantity (U/I)			Req No / Pri
		-	-	

**Required
 Period of
 Performance**

1 LO

The ordering period for this CLIN shall be Date of Award through 60 months. IAW Clause 52.217-8 the ordering period may be extended 6 months. The Period of Performance for this CLIN shall be Date of Award through 7 years.

(NSP) Engineering Data Requirements

Item No.
 0005

<u>Quantity</u>	<u>U/I</u>	<u>Est Unit Cost</u>	<u>Total Estimated Cost</u>
1	LO	Not Separately Priced	Not Separately Priced

(NSP) Engineering Data Requirements

52.242-15 STOP-WORK ORDER -- ALTERNATE I (APR 1984)
 (IAW FAR 42.1305(b)(2))
 (Applicable for Cost-reimbursement line items)

**PART I - THE SCHEDULE
 SECTION G
 CONTRACT ADMINISTRATION DATA**

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	TBD ON INDIVIDUAL TASK ORDERS	\$0.00
ACRN TOTAL		\$ 0.00

For the initial award of the basic contract, the Government will divide equally amongst the successful offerors a minimum amount of \$25K. These amounts will be obligated on individual task orders. The task orders will require the successful offerors to provide a deliverable (e.g. program management plan) as called out in the task order.

**PART I - THE SCHEDULE
 SECTION H
 SPECIAL CONTRACT REQUIREMENTS**

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)
 (IAW AFFARS 5309.507-2, Policy Memo 10-C-15)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors.

The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

9952.900-H900 ORDERING PROCEDURES (INSTRUCTIONS TO OFFERORS) (April 2010)

(a) The purpose of this clause is to describe the process for competing Task Orders (TOs). The contractor may accept TOs and modifications to TOs only from the organizations identified as authorized ordering activities in the clause titled Authority to Issue Orders (Decentralized ordering agencies). Each TO and modification to a TO that will affect TO funding amount shall bear a Job Control Number (JCN) that is specific to that action assigned by OO-ALC. Note: The contractor shall not accept any order from an organization not identified in clause AFMCFAR 5352.216-9004 – Authority to Issue Orders (OCT 2008), and/or an order or modification of an order (other than an administrative modification), regardless of origin, that does not bear a JCN assigned by OO-ALC.

(b) DESP III ordering is limited to DoD agencies. All non-USAF task orders shall be less than \$10M (including all options) and shall only be issued by OO-ALC.

(c) The ordering activity will furnish a Contractual Engineering Task (CET)/Statement of Work (SOW), along with a letter RFP to the contractors. Within the time frames specified below in paragraph (f) of this clause (unless otherwise directed by the PCO), the contractor shall furnish to the ordering office past performance citations, a cost proposal, including labor hours, materials, and schedule required for performance of the task, along with a technical proposal, consisting of responses to the evaluation criteria designated in the letter RFP.

(d) Unless a TO requirement meets one of the exemptions listed in FAR 16.505 (b)(2), it will be considered a competitive requirement. Furthermore, each requirement will be considered for a small business set-aside, regardless of dollar value. The CET, letter RFP, and request for information (RFI) letter will be sent to all DESP III awardees. If at least two small businesses certify that they (1) have the capacity to perform the requirement (2) will accomplish at least 50 percent of the work and (3) will submit a proposal on the subject RFP, the requirement will be considered for a set-aside for small business. If the requirement is not suitable for a small business set-aside, the requirement will be competed amongst all DESP III awardees.

(e) A prime contractor, which at the time of basic contract award was a small business but subsequently has been acquired by a large business, will no longer be allowed to compete on task orders set-aside for small business.

(f) Unless noted otherwise in the letter RFP by the PCO, the time frames for receipt of proposals are as follows:

1. Projects estimated at under \$500,000 —5 working days
2. Projects estimated at over \$500,000—7 working days

(g) The cost of preparing any quotation or proposal in advance of receiving a TO for a CET/SOW is to be considered a bid and proposal (B&P) cost. This cost; therefore, is only chargeable to the appropriate indirect cost account. Under no circumstances are such B&P costs to be considered as direct costs chargeable to or reimbursable under a TO that may be issued.

(h) The Government reserves the right to not award an order after requesting an order proposal. Regardless of whether an order is awarded or not, the Government shall not be responsible for the contractor's B&P costs.

(i) The Government will select one of the following price arrangements for each TO: Firm Fixed Priced (FFP), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Cost-Reimbursement (CR). A DD Form 1155 will be utilized by the Government to issue TOs. A Standard Form 30 will be used to modify the TO.

(j) "Contractor-site performance" is defined as work performed at a contractor-owned or operated facility (or facilities).

(k) "Government-site performance" is defined as work performed at a Government operated facility (or facilities).

(l) The ordering office reserves the right to negotiate should prices not be found fair and reasonable through competition.

(m) In all FFP TOs, labor identified in the Labor Categories Attachment of this contract shall be priced in accordance with the FFP fully-loaded labor rates contained in the Rate Tables.

(n) All TOs issued using the CPFF pricing arrangement will be completion type IAW FAR 16.306(d)(1) unless otherwise stated in the individual TO.

(o) For cost type arrangements the contractor submits a voucher for the effort expended, payment will be made on the basis of actual costs incurred. The fee for each order shall be established as a firm dollar amount, not as a percentage. The contractor will receive this fee amount regardless of actual costs incurred.

(p) For all CPIF TOs the terms and conditions of the incentive fee will be established at the time the order is placed.

(q) For each non-competitive TO, the contractor shall submit other than certified cost or pricing data in support of any proposal up to \$650,000, and shall submit certified cost or pricing data in support of any proposal over \$650,000 unless otherwise directed by the PCO.

(r) Each time the contractor submits a proposal for work under this contract, it must certify whether or not it has delivered or is obligated to deliver to the Government under another contract, subcontract, or separate TO against this DESP III contract, the same, or substantially the same technical data requested. If so, the contract, subcontract, or TO, and place of delivery shall be disclosed.

9952.900-H901

**CONTRACTOR UTILIZATION OF PUBLIC-PRIVATE PARTNERING AS
GOVERNMENT-FURNISHED SUPPLIES/SERVICES (April 2010)**

a) In accordance with 10 USC 2474 and 10 USC 2208(j), it is the intent of the Air Force to permit DESP III contractors to participate in Public-Private Partnering (PPP) to propose utilization of services and/or supplies from any working capital funded organization (e.g., DoD depots) in response to Task Order (TO) solicitations issued hereunder. DESP III prime contractors may contact the designated partnering office (e.g., the Air Logistics Center Plans and Programs Directorates - office symbol XP) for planning purposes to make the necessary arrangements to facilitate potential partnering on individual TOs. The procedures set forth in paragraphs (b) and (c) shall be used by all DESP III prime contractors electing to utilize PPP for accomplishment of TOs issued hereunder.

(b) Procedures: The DESP III prime contractor is solely responsible for determining the availability and appropriateness of using public partner-provided resources, communicating with the public partner and making all arrangements necessary with the public partner to accommodate the use of such resources. If a DESP III prime contractor elects to utilize PPP for a specific TO, the DESP III prime contractor shall negotiate a signed partnering agreement (general terms and conditions) followed by an implementation agreement (specific work focus) with the public partner. At a minimum, this implementation agreement

shall contain: (1) a clear technical description of the supplies or services that will be provided by the public partner—to include appropriate line item structure, delivery schedules and accompanying technical descriptions (e.g., Performance Work Specification, Statement of Work, Work Breakdown Structure, etc.); (2) a clear identification of all ascertainable dollars to be charged by the public partner for the services or supplies; (3) the terms and conditions for which the public partner-provided resources are provided; and (4) any other information deemed pertinent for proper execution of the public partner-provided services or supplies.

(c) When proposals for TOs include utilization of public partner-provided resources, a copy of the public partner's price and availability (P&A) shall be provided in the TO proposal. The Government will review the agreement, and if approved, will fund the DoD source directly as a Government-Furnished Supply or Service (GFS/S). Upon award, the implementation agreement between the public partner and the DESP III prime contractor will be incorporated into the TO as the basis for which the Government will provide the GFS/S. However, the dollars for resources provided by a public partner shall be separately identified within the agreement and will be added to the DESP III prime contractor's proposed price as part of the price evaluation process for the specific TO.

9952.900-H902 ORGANIZATIONAL CONFLICT OF INTEREST --- PUBLIC-PRIVATE PARTNERING (PPP) (April 2010)

(a) In the event that a working capital funded organization has a Partnering Agreement (PA) with any DESP III contractor, the following conditions shall apply for the duration of the DESP III contract.

(b) The following definitions apply:

(1) Public Partner: a working capital funded organization that has a PA with any DESP III contractor.

(2) Seller: An employee of the public partner that plays a role in marketing or performing efforts of the public partner for the DESP III contractor partner.

(3) Buyer: An employee of the public partner that plays a role in defining requirements, submitting requests for acquisition under DESP III, and/or evaluating offers received from DESP III prime contractors in order to aid in making an award decision.

(c) Public partners and their DESP III contractor partners are advised that sellers and buyers of the public partner will need to remain separated for the duration of the contract. If a separation of sellers and buyers is not maintained, the public partner may become ineligible for applicable work under DESP III due to a potential or actual conflict of interest.

9952.900-H903 USE OF NONDISCLOSURE AGREEMENTS (NDAs) (April 2010)

(a) NDAs will be used as appropriate for DESP III Task Orders (TOs). These NDAs serve to protect confidential, proprietary and/or sensitive information to which contractors may be given access as a result of their performance under DESP III TOs. These NDAs provide assurance to the Government that the contractor employees will conform to the conditions and responsibilities in regards to the confidential, proprietary and/or sensitive information to which they are given access.

(b) If it has been determined that an NDA is appropriate for a TO and included in the TO solicitation, Contractor responses to that solicitation will be considered non-responsive if they do not contain signed NDAs for each employee identified in the proposal. Furthermore, the successful offeror for such a TO will be required to have signed NDAs for employees assigned to the effort for the duration of the TO.

(c) An example of an NDA can be found in the DESP III User's Guide. Please note that this example may be tailored and altered by requiring activities as appropriate on a TO basis.

9952.900-H904 ENHANCED SMALL BUSINESS PARTICIPATION (April 2010)

(a) Other than small business DESP III prime contractors shall manage their subcontracting plan in accordance with FAR 52.244-5, 52.219-8, 52.219-9, 52.219-24 and 52.219-25 to ensure no less than 20% of the total annual contract dollars are subcontracted to small business concerns. "Small business concern," as used in this clause, means small business, veteran-owned small business, service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business, and woman-owned small business. Total small business subcontracting of no less than 20% is a requirement, to include a minimum of 3% to SDVOSB. Furthermore, apportionment of the no less than 20% among the types of small business goals will be monitored to ensure they meet the targets set forth in the contractor's Enhanced Small Business Subcontracting Plan attached to this contract. The contractor shall report actual achievement of subcontracting results on a semi-annual basis using CDRL A001. For this contract, small business subcontracting achievements are measured as a percentage of the total contract price.

(b) Small business DESP III prime contractors' Small Business Participation will be monitored and tracked on a semi-annual basis, IAW CDRL A001. "Small Business Participation" as used in this clause is defined as the cost of contract performance of the small business prime combined with the dollars subcontracted to small business concerns. DESP III small business prime contractors shall ensure that Small Business Participation, as defined in this clause, is no less than 20% (including 3% to SDVOSB) of the total contract dollars.

9952.900-H905 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (April 2010)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) The contractor is advised that only the OO-ALC Primary PCO can change or modify the terms of this basic contract or take any other action which obligates the Government. Such actions must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which will be furnished to the contractor. Contractors who rely on direction from other than the PCO (or a COR acting within the strict limits of his responsibilities as set forth in his/her letter of appointment) do so at their own risk and expense as such actions do not bind the Government contractually. Any questions concerning the authority of a Government employee to direct the contractor contractually should be referred to the Contracting Officer.

(c) The following statement will be included in each COR letter of appointment used for this DESP III contract:

(TBD on individual Task Order) is hereby authorized to act as a Contracting Officer's Representative (COR) with issues pertaining to statements within the scope, level of effort, terms and conditions, total price and period of performance of the task order, options, and modifications thereto. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract or task order. You are reminded that the Contracting Officer is the only individual authorized to commit funds or change the contract or task order.

9952.900-H906 IDENTIFICATION OF KEY POSITIONS (April 2010)

IAW PWS paragraph 3.3.1, the positions of Program Manager and Contract Manager have been determined to be key positions for the Design & Engineering Support Program. In the event an incumbent of either of these positions retires, is reassigned, or terminates his or her employment, the contractor shall notify the PCO of such action at least 30 days before the effective date. At the time of notification, the contractor shall provide to the DESP III OO-ALC Primary Program Manager and Primary PCO the name, and the effective date. At the time of notification, the contractor shall provide the name of the individual to be assigned to the key position. The contractor shall ensure the candidates of the positions of Program

Manager and Contract Manager meet qualifications, security matters, and any other matters that could affect performance under this contract.

9952.900-H907 ON RAMP (April 2010)

The Government intends to establish an awardee pool under the Design and Engineering Support Program (DESP) III effort. The Government will initially establish the awardee pool by competitively awarding multiple-award IDIQ contracts. Initial awardees of the DESP III effort will be awarded contracts with a base ordering period of five (5) years. The Government reserves the right to re-open competition at any time during the term of the contract to add additional contractors to the original pool of awardees. The addition of other contractors; however, will not extend the overall ordering period beyond the original five (5) year base ordering period. When re-opening competition, the Government will advertise on FedBizOpps and conduct a full and open competition or a full and open competition with reserved awards for small businesses to bring the awardee pool up to either the initial awardee pool or a greater number of awardees. Any awardee already in the awardee pool will not re-compete for an awardee pool position. Once a new awardee is selected, that awardee will be included in the awardee pool and will compete for future orders. The ordering period for new contractors being added to the awardee pool will coincide with the initial awardees ordering period but shall not extend the overall term of the ordering period nor shall it re-establish the basic contract ordering period.

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
(IAW DFARS 201.602-70)

(Applicable to all orders issued hereunder)

5352.201-9101 OMBUDSMAN (APR 2010)
(IAW AFFARS 5301.9103)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM or AFISRA ombudsmen, **Kevin Flinders** at **801 777-6549** , FAX **801 777-6830** , email **kevin.flinders@hill.af.mil** . Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU or ARISRA level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(The above Clause/Provision has been modified.)

(Applicable to all solicitations and contracts)

52.202-1 DEFINITIONS (JUL 2004)
(IAW FAR 2.201)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-3 GRATUITIES (APR 1984)
(IAW FAR 3.202)

(Applicable when simplified acquisition threshold is exceeded, except for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(IAW FAR 3.404)

(Applicable when simplified acquisition threshold is exceeded other than those for commercial items (see Parts 2 and 12))

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
(IAW FAR 3.503-2)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(IAW FAR 3.502-3)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(IAW FAR 3.104-9(a))

(Applicable when noncommercial and the simplified acquisition threshold is exceeded)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(IAW FAR 3.104-9(b))

(Applicable when the simplified acquisition threshold is exceeded)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(IAW FAR 3.808(b))

(Applicable over \$150,000)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
(IAW FAR 3.1004(a))

(Applicable to solicitations and contracts exceeding \$5,000,000 and the period of performance is greater than 120 days, unless for the acquisition of a commercial item under Part 12 or performed entirely outside the U.S.)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
(IAW FAR 3.1004(b), DFARS 203.1004(b)(2)(ii))

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
-----	[For DoD:] DoD Inspector General,

ATTN: Defense Hotline,
400 Army Navy Drive
Washington, DC 22202-2884

(Applicable when the contract exceeds \$5,000,000 or agency-established amount, and the agency has a fraud hotline poster or the contract is funded with disaster assistance funds, unless for a commercial item under Part 12 or performed entirely outside the U.S.)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
(IAW FAR 3.1106)

(Applicable to solicitations and contracts that are over the simplified acquisition threshold and include a requirement for services by contractor employee(s) that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
(JAN 2009)
(IAW DFARS 203.171-4)

(Applicable to all solicitations and contracts)

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2008)**
(IAW DFARS 203.570-3)

(Applicable when exceeding the simplified acquisition threshold (except for commercial items))

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
(JAN 2009)
(IAW DFARS 203.970)

(Applicable to all solicitations and contracts)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)
(IAW FAR 4.404(a))

(Applicable when access to classified information may be required)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(IAW FAR 4.303)

(Applicable when the simplified acquisition threshold is exceeded)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
(IAW FAR 4.1105)

(Applicable to solicitations and contracts except as provided in 4.1102(a))

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
(IAW FAR 4.1303)

(Applicable in solicitations and contracts when performance requires contractors to have routine physical access to a Federally-controlled facility and/or routine access to a Federal information system, but shall not be used when only intermittent access to Federally-controlled facilities is required)

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT
AWARDS (JUL 2010)**
(IAW FAR 4.1403(a))

(Applicable over \$25,000, unless for classified or to an individual)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
(IAW DFARS 204.404-70(b))
(Applicable to all orders issued hereunder)

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
(IAW DFARS 204.1104)
(Applicable when using the clause at FAR 52.204-7, Central Contractor Registration)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
(IAW DFARS 204.404-70(c))
(Applicable when clause FAR 52.204-2, Security Requirements, is included)

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)
(IAW DFARS 204.7304)
(Applicable to all solicitations and contracts)

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
(IAW AFFARS 5304.404-90)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254, as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(The above Clause/Provision has been modified.)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
(DEC 1991)
(IAW DFARS 205.470)

(Applicable over \$1,000,000)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(SEP 2006)
(IAW FAR 9.409)

(Applicable when exceeding \$30,000)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)
(IAW FAR 9.104-7(c))

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(Applicable to solicitations and contracts over \$500,000 and contracts where the offeror has checked "has" in paragraph (b) clause 52.209-7)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS - ALTERNATE I (JAN 2011)
(IAW FAR 9.104-7(c)(2))

(Applicable to solicitations issued prior to 15 April 2011 and resultant contracts)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
(MAY 2011)
(IAW FAR 9.108-5(b))

(Applicable to all solicitations and contracts for the acquisition of products and services (including construction) unless waived IAW FAR 9.108-4)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
(IAW DFARS 209.409)

(Applicable to solicitations and contracts with a value of \$150,000 or more)

(Applicable when the contractor will be providing systems engineering and/or technical direction)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST--ALTERNATE I (OCT 2010)
(IAW AFFARS 5309.507-2(a)(2), Policy Memo 10-C-16)

As prescribed in 5309.507-2(a)(2), either substitute paragraph (a)(2) of the basic clause with one or both of the following paragraphs, or use one or both in addition to the basic paragraph (a)(2). Use these paragraphs substantially as written.

(a)(2)(i) The Contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The Contractor shall not furnish these items to the DoD, either as a prime or subcontractor, for the duration of the initial production contract plus __.

(ii) The Contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring the work, or provide material leading directly, predictably, and without delay to such a work statement. The Contractor may not supply work for a period of 90 days as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one Contractor has participated in preparing the work statement.

(Applicable when the contractor will be preparing specifications or work statements)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST--ALTERNATE II (OCT 2010)
(IAW AFFARS 5309.507-2(a)(3), Policy Memo 10-C-15)

As prescribed in 5309.507-2(a)(3), either substitute paragraph (a)(2) of the basic clause with the following paragraph, or add the following in addition to the basic restriction. Renumber the paragraphs as needed if more than one restriction applies. Use this paragraph, substantially as written.

(a)(2) The Contractor shall participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for

*****. This does not apply to other technical evaluations concerning the system.

(Applicable when the contractor will be providing technical evaluation or advisory and assistance services)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST--ALTERNATE III (OCT 2010)
(IAW AFFARS 5309.507-2(a)(3), Policy Memo 10-C-15)

As prescribed in 5309.507-2(a)(4), add the following paragraph (b) to the basic clause substantially as written:

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company; and, (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

(Applicable when the contractor will be obtaining access to proprietary information)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST--ALTERNATE IV (OCT 2010)
(IAW AFFARS 5309.507-2(a)(5), Policy Memo 10-C-15)

As prescribed in 5309.507-2(a)(5), add the following paragraph (b) to the basic clause. If Alternate III is also used, renumber this to paragraph (c).

(b) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(Applicable when the contract is a task ordering contract and when more than one system is supported)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST--ALTERNATE VI (OCT 2010)
(IAW AFFARS 5309.507-2(a)(7))

As prescribed in 5309.507-2(a)(7), add the following paragraph (b) to the basic clause substantially as written. If either Alternate III or IV or both are used, renumber this paragraph accordingly.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(Applicable when it is necessary to have the restrictions of this clause included in all or some subcontracts, teaming arrangements and other agreements calling for performance of work related to the contract)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
(IAW FAR 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(Applicable to all rated orders)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)
(IAW DFARS 211.274-5(a), DFARS 212.301(f)(vi))

(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; and serial number within the original part, lot, or batch number.

“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>.

“DoD unique item 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 (*i.e.*, Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

“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.

“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.

(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) All delivered items for which the Government’s unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
*Items less than \$5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number (See Schedule as Applicable).

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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 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.

(4) *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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

(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 in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html .

(g) *Subcontracts*. If the Contractor acquires by subcontract, any items(s) for which unique item 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 subcontracts.

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

(IAW DFARS 211.274-5(b))

(Applicable when FAR 52.245-1, Government Property, or FAR 52.245-2, Government Property Installation Operation Services, is used)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

(IAW FAR 15.209(b)(1))

(Applicable if negotiated and above the simplified acquisition threshold, except commercial items and utility services at public prices plus reasonable connection charge)

- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
(IAW FAR 15.209(h))
(Applicable when using uniform contract format that is not commercial or for construction)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**
(IAW FAR 15.408(b))
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**
(IAW FAR 15.408(c))
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**
(IAW FAR 15.408(d))
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**
(IAW FAR 15.408(e))
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**
(IAW FAR 15.408(f)(1))
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**
(IAW FAR 15.408(g))
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
(IAW FAR 15.408(j))
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
(IAW FAR 15.408(k))
- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**
(IAW FAR 15.408(m))
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
(IAW FAR 15.408(n)(2))
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES -- ALTERNATE I (OCT 2009)**
(IAW FAR 15.408(n)(2)(iii))

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
(IAW DFARS 215.408(1))

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
(IAW FAR 16.307(a))

(a) *Invoicing.*

(1) The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate 1 to the clause at 52.232-25.

(3) The designated payments office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes.)

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates:

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-close-out procedures.* Quick-close-out procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact

amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(The above Clause/Provision has been modified.)

(Applicable when specifying cost-reimbursement pricing arrangement)

52.216-8 **FIXED FEE** (MAR 1997)
(IAW FAR 16.307(b))

(Applicable when specifying cost-plus-fixed-fee pricing arrangement)

52.216-10 **INCENTIVE FEE** (MAR 1997)
(IAW FAR 16.307(d))

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by _____* cents for every dollar that the total allowable cost is less than the target cost or decreased by _____** cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____*** _____ percent or less than _____**** percent of the target cost.

	*Target Fee Increase	**Target Fee Decrease	***Greater Than %	****Less Than %
	00	00	.00	.00

(Applicable when specifying cost-plus-incentive-fee pricing arrangement)

52.216-11 **COST CONTRACT--NO FEE** (APR 1984)
(IAW FAR 16.307(e)(1))

(Applicable when specifying cost reimbursement providing no fee and not a cost-sharing contract)

52.216-19 **ORDER LIMITATIONS** (OCT 1995)
(IAW FAR 16.506(b))

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$ 100.00**, 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 **\$ 1,900,000,000.00**;
- (2) Any order for a combination of items in excess of **\$ 1,900,000,000.00**; or
- (3) A series of orders from the same ordering office within **60** days that together call for quantities exceeding the limitation in subparagraph (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 **15** 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.

(The above Clause/Provision has been modified.)

(Applicable to all orders issued hereunder)

52.216-22 INDEFINITE QUANTITY (OCT 1995)
(IAW FAR 16.506(e))

(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 Delivery-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 **7 YEARS FROM CONTRACT AWARD DATE.**

(Applicable to all orders issued hereunder)

252.216-7006 ORDERING (MAY 2011)
(IAW DFARS 216.506(a))

(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 contract schedule. Such orders may be issued from **DATE OF AWARD OF BASIC CONTRACT THROUGH 60 MONTHS. (IAW Clause 52.217-8 the ordering period may, at the discretion of the Government, be extended 6 months).**

(Applicable to solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated)

5352.216-9004 AUTHORITY TO ISSUE ORDERS (AFMC) (OCT 2008)
(IAW AFMCFARS 5316.506(90))

Only Contracting Officers within the OO-ALC, OC-ALC, WR-ALC, and ASC Organizations, with valid JCNs, are authorized to issue orders hereunder.

(The above Clause/Provision has been modified.)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(IAW FAR 17.208(f))

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 DAYS.**

(The above Clause/Provision has been modified.)

(Applicable to all orders issued hereunder)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 DAYS**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** 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 **7 YEARS FROM CONTRACT AWARD DATE.**

(The above Clause/Provision has been modified.)

(Applicable when the Government gives the contractor a preliminary written notice of its intent to extend the contract, or an extension of the contract includes an extension of the option, or a there is a specified limitation on the total duration of the contract)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS (JUL 2005)
(IAW FAR 19.1308(b))

(c) *Waiver of evaluation preference.*

Offeror elects to waive the evaluation preference.

(Applicable when exceeding the simplified acquisition threshold)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION) (MAY 2004)
(IAW FAR 19.708(a), DARS Tracking Number 2009-O0009)

(Applicable when exceeding the simplified acquisition threshold, except for personal service contracts or when performance is entirely outside of the United States and its outlying areas)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) (FEB 2009)
(IAW FAR 19.708(b)(1), DARS Tracking Number 2008-O0008, DARS Tracking Number 2009-O0006)

(Applicable over \$550,000)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II (OCT 2001)
(IAW FAR 19.708(b)(1))

(Applicable over \$650,000 when contracting by negotiation and subcontracting plans are required)

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(IAW FAR 19.708(b)(2))

(Applicable when FAR 52.219-9, Small Business Subcontracting Plan, or its Alternate I or Alternate II applies. IAW DFARS 219.708(b)(2), does not apply to DoD in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in DFARS 219.702)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
(IAW FAR 19.308(d))

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(Applicable in solicitations and contracts exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEVIATION)
 (FEB 2009)
 (IAW DFARS 219.708(b)(1)(B) (DEVIATION))
 (Applicable over \$500,000)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEVIATION) -- ALTERNATE I (FEB 2009)
 (IAW DARS Tracking Number 2008-O0008)
 (Applicable when used to supplement clause FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION))

5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (OCT 2008)
 (IAW AFMCFARS 5319.708(d)(1))
 In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in _____* dated _____* is incorporated herein by reference.

*Incorporation of Subcontracting Plan	
Location of Plan	Section J
Date of Plan	19 JUL 2010

(Applicable to any priced order or definitization of an unpriced order over \$500,000. Blanks shall be completed in the individual order)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
 (IAW FAR 22.103-5(a))
 (IAW FAR 22.101-1(e), Applicable when the head of the contracting activity designates programs or requirements for which it is necessary that contractors be required to notify the Government of actual or potential labor disputes that are delaying or threaten to delay the timely contract performance (see [22.103-5\(a\)](#))).

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
 (IAW FAR 22.103-5(b))
 (a) overtime premium does not exceed _____*

*Overtime Premium \$
Zero

(Applicable to orders over \$150,000 unless for operation of vessels - Blank shall be completed on the individual order)

52.222-3 CONVICT LABOR (JUN 2003)
 (IAW FAR 22.202)
 (Applicable when performance is in the U.S., Puerto Rico, Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands, unless subject to the Walsh-Healey Public Contracts Act, purchase is from Federal Prisons Industries, Inc., or purchase is from any State prison of finished supplies that may be secured in the open market/existing stocks, as distinguished from supplies requiring special fabrication, and exceeds the micro-purchase threshold)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
 (IAW FAR 22.610)
 (Applicable to all orders issued hereunder)

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
(IAW FAR 22.810(a)(1))
(Applicable when exceeding \$10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
(IAW FAR 22.810(e))
(Applicable to all orders issued hereunder)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
(IAW FAR 22.810(f))
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)**
(IAW FAR 22.810(g))
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))
(Applicable when the expected value is \$100,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Director, Office of Federal Contract Compliance Programs, has waived, in accordance with 22.1305(b), all of the terms of the clause)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
(IAW FAR 22.1408(a))
(Applicable over \$15,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**
(IAW FAR 22.1310(b))
(Applicable when the expected value is \$100,000 or more and workers were recruited within the United States)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
(IAW FAR 22.1605)
(Applicable to all solicitations and contracts except under the simplified acquisition threshold, for work performed exclusively outside the U.S., or covered in their entirety by an exemption granted by the Secretary)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**
(IAW FAR 22.1705(a))
(Applicable to all orders issued hereunder)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**
(IAW FAR 22.1803)
(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .
- 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)**
(IAW DFARS 222.7201(a))

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
(DEC 2010)
(IAW DFARS 222.7405)
(Applicable to contracts in excess of \$1 million utilizing funds appropriated by the FY10 or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items and commercially available off-the-shelf items)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(IAW FAR 23.1005(a))
(Applicable for performance, in whole or in part, on a Federal facility)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(IAW FAR 23.505)
(Applicable when the simplified acquisition threshold is exceeded except if performance is entirely outside the U.S. and its outlying areas)

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
(IAW FAR 23.706(a))

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(IAW FAR 23.906(b))
(Applicable over \$100,000 when Toxic Chemical Release Reporting is required, except when the determination at 23.905(b) has been made)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
(IAW FAR 23.1105)
(Applicable to all solicitations and contracts)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(IAW DFARS 223.570-2)
(Applicable only when exceeding the simplified acquisition threshold and involving access to classified information; or when the Contracting Officer determines the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the order; and is not applicable when the order is for commercial or commercial-type products (see FAR 12); or performance or partial performance outside the U.S., its territories, and possessions, unless Contracting Officer determines it to be in the best interest of the Government)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
(IAW DFARS 223.7103(a))
(Applicable when contractor performance is on a DoD installation)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)
(APR 2003)
(IAW AFFARS 5323.804(c))

- (a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:
- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
 - (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[NOTE: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

List each Class I ODS, its applications or use and the approved quantities for use throughout the length of the contract. If "None," so state.

Item No	Class I ODS	Application or Use	Quantity (lbs) per contract period performance
SEE LINE ITEM SCHEDULE			

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
 (IAW AFFARS 5323.9001)

- (a) In performing work under this contract on a Government installation, the contractor shall:
- (1) Comply with the specific health and safety requirements established by this contract;
 - (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(Applicable to work on a Government installation, other than installations under the contractor's sole control)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
 (IAW FAR 25.1103(a))

(Applicable to supplies or services involving the furnishing of supplies unless an exception applies)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)
 (IAW DFARS 225.1101(2))

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
 (IAW DFARS 225.1101(3))

- 252.225-7004** **REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION AFTER AWARD (MAY 2007)**
(IAW DFARS 225.7204(b))
(Applicable to solicitations and contracts for performance outside the United States and Canada over \$12.5 million)
- 252.225-7006** **QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)**
(IAW DFARS 225.7204(c))
(Applicable to solicitations and contracts for performance outside the United States and Canada over \$650,000)
- 252.225-7012** **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008)**
(IAW DFARS 225.7002-3(a))
(Applicable when exceeding the simplified acquisition threshold for food; clothing; tents, tarpaulins or covers; cotton and other natural fiber products; woven silk or woven silk blends; spun silk yarn for cartridge cloth; synthetic fabric, coated synthetic fabric; canvas products; wool; or any item of individual equipment (FSC 8465) manufactured from or containing such fibers, yarns, fabrics, or materials; to waste and byproducts of cotton or wool used in the production of propellants and explosives)
- 252.225-7013** **DUTY-FREE ENTRY (DEC 2009)**
(IAW DFARS 225.1101(4))
- 252.225-7016** **RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)**
(IAW DFARS 225.7009-5)
- 252.225-7025** **RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)**
(IAW DFARS 225.7102-4)
- 252.225-7027** **RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**
(IAW DFARS 225.7307(a))
(b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
- 252.225-7028** **EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**
(IAW DFARS 225.7300, DFARS 225.7307(b))
- 252.225-7041** **CORRESPONDENCE IN ENGLISH (JUN 1997)**
(IAW DFARS 225.1103(2))
- 252.225-7043** **ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**
(IAW DFARS 225.7403-2)
(d) Information and guidance pertaining to DoD antiterrorism/ force protection can be obtained from:
HQ AFSFC/SFPT; telephone, DSN 473-0927/0928 or commercial (210) 671-0927/0928
- 52.226-1** **UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)**
(IAW FAR 26.104)
- 252.226-7001** **UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**
(IAW DFARS 226.104)
(Applicable to supplies or services exceeding \$500,000)

- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
(IAW FAR 27.201-2(a)(1))
(Applicable except when both complete performance and delivery are outside the United States)
- 52.227-1 AUTHORIZATION AND CONSENT -- ALTERNATE I (APR 1984)**
(IAW FAR 27.201-2(a)(2))
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
(IAW FAR 27.201-2(b))
(Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)
- 52.227-3 PATENT INDEMNITY (APR 1984)**
(IAW FAR 27.201-2(c)(1))
- 52.227-9 REFUND OF ROYALTIES (APR 1984)**
(IAW FAR 27.202-5(c))
- 52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (DEC 2007)**
(IAW FAR 27.203-2)
- 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007)**
(IAW FAR 27.303(b)(1))
- 52.227-13 PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT (DEC 2007)**
(IAW FAR 27.303(e))
- 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)**
(IAW FAR 27.409(b)(1))
- 52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE I (DEC 2007)**
(IAW FAR 27.409(b)(2))
(Applicable If an agency determines, in accordance with 27.404-2(b), to adopt the alternate definition of "Limited Rights Data" in paragraph (a) of the clause)
- 52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE II (DEC 2007)**
(IAW FAR 27.409(b)(3))
(Applicable when it is necessary to obtain the delivery of limited rights data)
- 52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE III (DEC 2007)**
(IAW FAR 27.409(b)(4))
(Applicable when it is necessary to obtain the delivery of restricted computer software)
- 52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE IV (DEC 2007)**
(IAW FAR 27.409(b)(5))
(Applicable to basic or applied research (other than those for the management or operation of Government facilities or where international agreements require otherwise), to be performed solely by universities and colleges)
- 52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE V (DEC 2007)**
(IAW FAR 27.409(b)(6))
(Applicable if the right to inspect certain data at a contractor's facility is required)

52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
 (IAW FAR 27.409(d))

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
 (IAW DFARS 227.7102-3(b), DFARS 227.7103-6(a), DFARS 212.7003(b)(1))

(e) (3) The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of person Asserting Restrictions**** (LIST)
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*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name _____
 and Title _____
 Signature _____
 (End of identification and assertion)

(f) (2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No _____
 Contractor Name _____
 Contractor _____
 Address _____
 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.
 (End of Legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above name Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(Applicable when noncommercial items are specified and the successful offeror(s) will be required to deliver technical data to the Government)

- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**
(IAW DFARS 227.7203-6(a)(1))
- 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)**
(IAW DFARS 227.7102-3(a)(1))
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)**
(IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))
(Applicable to orders that include the clause at 252.227-7013, 252.227-7018, or 252.227-7014)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (JUN 1995)**
(IAW DFARS 227.7104(a))
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)**
(IAW DFARS 227.7104(e)(3), DFARS 227.7203-6(c))
- 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)**
(IAW DFARS 227.7105-3, DFARS 227.7106(a), DFARS 227.7205(a))
- 252.227-7021 RIGHTS IN DATA--EXISTING WORKS (MAR 1979)**
(IAW DFARS 227.7105-2(a))
- 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)**
(IAW DFARS 227.7107-1(a))
- 252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)**
(IAW DFARS 227.7107-1(b))
- 252.227-7024 NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)**
(IAW DFARS 227.7107-3)

- 252.227-7025** **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS** (JUN 1995)
(IAW DFARS 227.7103-6(c), DFARS 227.7104(f)(1), DFARS 227.7203-6(d))
- 252.227-7026** **DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE**
(APR 1988)
(IAW DFARS 227.7103-8(a))
- 252.227-7027** **DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE**
(APR 1988)
(IAW DFARS 227.7103-8(b))
- 252.227-7030** **TECHNICAL DATA--WITHHOLDING OF PAYMENT** (MAR 2000)
(IAW DFARS 227.7103-6(e)(2), DFARS 227.7104(e)(4))
(a) the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount

(Applicable when order specifies technical data to be delivered)
- 252.227-7032** **RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)** (JUN 1975)
(IAW DFARS 227.7103-17)
- 252.227-7033** **RIGHTS IN SHOP DRAWINGS** (APR 1966)
(IAW DFARS 227.7107-1(c))
- 252.227-7037** **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** (SEP 1999)
(IAW DFARS 227.7102-3(c), DFARS 227.7103-6(e)(3), DFARS 227.7104(e)(5), DFARS 227.7203-6(f))

(Applicable to commercial items that include the clause at 252.227-7015 or the clause at 252.227-7013; also when clause 252.227-7013 is included or SBIR, include paragraph (e) of the clause - contains information that must be included in a challenge; and when order includes the clause 252.227-7014 when the contractor will be required to deliver noncommercial computer software documentation (technical data))
- 252.227-7038** **PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)**
(DEC 2007)
(IAW DFARS 227.303(2))
- 252.227-7039** **PATENTS--REPORTING OF SUBJECT INVENTIONS** (APR 1990)
(IAW DFARS 227.303(1))
- 52.228-3** **WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)** (APR 1984)
(IAW FAR 28.309(a))
- 52.228-4** **WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS**
(APR 1984)
(IAW FAR 28.309(b))
- 52.228-5** **INSURANCE--WORK ON A GOVERNMENT INSTALLATION** (JAN 1997)
(IAW FAR 28.310)
- 52.228-7** **INSURANCE--LIABILITY TO THIRD PERSONS** (MAR 1996)
(IAW FAR 28.311-1)
(Applicable to cost-reimbursement line items)
- 252.228-7000** **REIMBURSEMENT FOR WAR-HAZARD LOSSES** (DEC 1991)
(IAW DFARS 228.370(a))

- 52.228-7003** **CAPTURE AND DETENTION** (DEC 1991)
(IAW DFARS 228.370(d))
- 5352.228-9001** **INSURANCE CLAUSE IMPLEMENTATION (AFMC)** (OCT 2008)
(IAW AFMCFARS 5328.310(a))
(Applicable when FAR 52.228-5, Insurance--Work on a Government Installation, and/or when FAR 52.228-7, Insurance--liability to Third Persons, applies)
- 52.229-3** **FEDERAL, STATE, AND LOCAL TAXES** (APR 2003)
(IAW FAR 29.401-3(a))
(Applicable to fixed-price competitive contracts exceeding the simplified acquisition threshold, and performed wholly or partly in the United States or its outlying areas, unless the clause at 52.229-4, Federal, State, and Local Taxes (State and Local Adjustments), is included)
- 252.229-7000** **INVOICES EXCLUSIVE OF TAXES OR DUTIES** (JUN 1997)
(IAW DFARS 229.402-1)
- 52.230-2** **COST ACCOUNTING STANDARDS** (OCT 2008)
(IAW FAR 30.201-4(a))
- 52.230-6** **ADMINISTRATION OF COST ACCOUNTING STANDARDS** (MAR 2008)
(IAW FAR 30.201-4(d)(1))
- 252.231-7000** **SUPPLEMENTAL COST PRINCIPLES** (DEC 1991)
(IAW DFARS 231.100-70)
- 52.232-1** **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).
- 52.232-2** **PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS**
(APR 1984)
(IAW FAR 32.111(a)(2))
- 52.232-8** **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
(Applicable to fixed-price supply or fixed-price service)
- 52.232-9** **LIMITATION ON WITHHOLDING OF PAYMENTS** (APR 1984)
(IAW FAR 32.111(b)(2))
- 52.232-11** **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))
(Applicable to fixed-price supply, fixed-price service, or transportation)
- 52.232-16** **PROGRESS PAYMENTS** (JUL 2009)
(IAW FAR 32.502-4(a))
(l) *Due date.* The designated payment office will make progress payments on the **30th** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- 52.232-17** **INTEREST** (OCT 2008)
(IAW FAR 32.611(a), FAR 32.611(b))

(Applicable when exceeding the simplified acquisition threshold)

52.232-20 **LIMITATION OF COST** (APR 1984)
(IAW FAR 32.705-2(a))

(Applicable when fully funded and cost-reimbursement)

52.232-22 **LIMITATION OF FUNDS** (APR 1984)
(IAW FAR 32.705-2(b))

52.232-23 **ASSIGNMENT OF CLAIMS** (JAN 1986)
(IAW FAR 32.806(a)(1))

(Applicable when the micro-purchase threshold is exceeded, unless the contract will prohibit the assignment of claims (see 32.803(b))

52.232-25 **PROMPT PAYMENT** (OCT 2008)
(IAW FAR 32.908(c))

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments—*
(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a

specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **30th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does

not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) or overpayment);
 - (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(The above Clause/Provision has been modified.)

(Applicable except when the clause at 52.212-4, Contract Terms and Conditions--Commercial Items is included)

52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)
(IAW FAR 32.1005)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the **30th** day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--
(i) Failure to make progress, or
(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by

the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

- (1) No payment or vesting of title under this clause shall--
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause--
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(The above Clause/Provision has been modified.)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)
(IAW FAR 32.1110(a)(1))**

(Applicable for solicitations and contracts that include the clause at 52.204-7 or an agency clause that requires a contractor to be registered in the CCR database and maintain registration until final payment, unless (i) Payment will be made through a third party arrangement; or (ii) An exception listed in 32.1103(a) through (i) applies.)

**252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS
(DEC 1991)
(IAW DFARS 232.502-4-70(a))**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)
(IAW DFARS 232.7004)**

(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.

(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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
 - (3) 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; or
 - (4) DoD makes a 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).

(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 payment requests.

(Applicable to all orders issued hereunder)

252.232-7004 DoD PROGRESS PAYMENT RATES (OCT 2001)
(IAW DFARS 232.502-4-70(b))

252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DoD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
(IAW DFARS 232.412-70(c))

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)
(IAW DFARS 232.705-70)

(a) Contract line item(s) **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** are incrementally funded. For these item(s), the sum of \$ **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including the cost for termination for convenience, will approximate 85 percent of the total amount when allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph

(a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE
TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE	TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE
TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE	TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE
TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE	TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE

(The above Clause/Provision has been modified.)

252.232-7008 **ASSIGNMENT OF CLAIMS (OVERSEAS)** (JUN 1997)
 (IAW DFARS 232.806(a)(1))

252.232-7009 **MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD**
 (DEC 2006)
 (IAW DFARS 232.1110)

(Applicable at or below the micro-purchase threshold and Governmentwide commercial purchase card is required)

252.232-7010 **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)
 (IAW DFARS 232.7102)

(Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

52.233-1 **DISPUTES** (JUL 2002)
 (IAW FAR 33.215)

(Applicable except to foreign governments or their agencies, or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of the Act to the contract would not be in the public interest)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(IAW FAR 42.703-2(f))

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (**identify proposal and date**) to establish final indirect costs rates for (**identify period covered by rate**) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(Applicable for interim reimbursement of indirect costs; establishment of final indirect costs rates; or contract financing that includes interim payment of indirect costs)

52.242-13 BANKRUPTCY (JUL 1995)
(IAW FAR 42.903)

(Applicable when the simplified acquisition threshold is exceeded)

252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
(IAW DFARS 242.1404-2-70)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)
(IAW DFARS 242.7204)

(Applicable to orders that exceed the simplified acquisition threshold are non-commercial, and are either (a) cost-reimbursement orders or (b) fixed-price orders with progress payments made on the basis of costs incurred by the contractor as work progresses under the contract)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)
(IAW AFFARS 5342.490-1)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with **AFI 31-101, VOLUME I, THE AIR FORCE INSTALLATION SECURITY PROGRAM, AND AFI 31-501,**

PERSONEL SECURITY PROGRAM MANAGEMENT, citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(The above Clause/Provision has been modified.)

(Applicable when contractor personnel are required to make frequent visits to or perform work on Air Force installation(s))

5352.242-9001 **COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL** (AUG 2004)
(IAW AFFARS 5342.490-2)

(Applicable to solicitations and contracts when Contractor personnel require access to DoD computer networks and systems or when CACs are required for installation entry control or access to facilities)

52.243-1 **CHANGES--FIXED-PRICE** (AUG 1987)
(IAW FAR 43.205(a)(1))

(Applicable to fixed-price supplies)

52.243-1 **CHANGES--FIXED-PRICE -- ALTERNATE I** (APR 1984)
(IAW FAR 43.205(a)(2))

(Applicable to services (other than architect-engineer or other professional services) with no supplies)

52.243-1 **CHANGES--FIXED-PRICE -- ALTERNATE II** (APR 1984)
(IAW FAR 43.205(a)(3))

(Applicable to services (other than architect-engineer services, transportation, or research and development) and some supplies)

52.243-1 **CHANGES--FIXED-PRICE -- ALTERNATE III** (APR 1984)
(IAW FAR 43.205(a)(4))

(Applicable to architect-engineer or other professional services)

52.243-1 **CHANGES--FIXED-PRICE -- ALTERNATE V** (APR 1984)
(IAW FAR 43.205(a)(6))

(Applicable to research and development)

52.243-2 **CHANGES--COST-REIMBURSEMENT** (AUG 1987)
(IAW FAR 43.205(b)(1))

(Applicable to cost-reimbursement supplies)

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE I** (APR 1984)
(IAW FAR 43.205(b)(2))

(Applicable to orders for services and no supplies)

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE II** (APR 1984)
(IAW FAR 43.205(b)(3))

(Applicable to services and some supplies)

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE V** (APR 1984)
(IAW FAR 43.205(b)(6))
(Applicable to research and development)

52.243-6 **CHANGE ORDER ACCOUNTING** (APR 1984)
(IAW FAR 43.205(f))

252.243-7001 **PRICING OF CONTRACT MODIFICATIONS** (DEC 1991)
(IAW DFARS 243.205-70)
(Applicable to fixed-price efforts)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (MAR 1998)
(IAW DFARS 243.205-71)
(Applicable when the simplified acquisition threshold is exceeded)

52.244-2 **SUBCONTRACTS** (JUN 2007)
(IAW FAR 44.204(a)(1), FAR 44.204(a)(3))
(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:

Subcontracts

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

Subcontracts

(Applicable to cost-reimbursement, letter contract exceeding the simplified acquisition threshold, fixed-price exceeding the simplified acquisition threshold under which unpriced actions are anticipated, time-and-materials exceeding the simplified acquisition threshold, or labor-hour contracts exceeding the simplified acquisition threshold)

52.244-2 **SUBCONTRACTS -- ALTERNATE I** (JUN 2007)
(IAW FAR 44.204(a)(2))
(Applicable to cost-reimbursement for civilian agencies other than the Coast Guard and the National Aeronautics and Space Administration)

52.244-6 **SUBCONTRACTS FOR COMMERCIAL ITEMS** (APR 2010)
(IAW FAR 44.403)
(Applicable to supplies or services other than commercial items)

252.244-7001 **CONTRACTOR PURCHASING SYSTEM ADMINISTRATION** (MAY 2011)
(IAW DFARS 244.305-71)
(Applicable to solicitations and contracts containing the clause at FAR 52.244-2, Subcontracts)

52.245-1 **GOVERNMENT PROPERTY (DEVIATION)** (JUN 2007)
(IAW FAR 45.107(a), DARS Tracking Number: 2007-O0012)
(Applicable to DoD in cost reimbursement, time-and-material, and labor-hour; and fixed-price when the Government will provide Government property. Also commercial where Government property exceeds \$100,000)

52.245-2 **GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES** (JUN 2007)
(IAW FAR 45.107(b))

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

	Noun	ID No	Part No	Quantity	Delivery Date

52.245-9 USE AND CHARGES (JUN 2007)
(IAW FAR 45.107(c))
(Applicable when FAR 52.245-1 is included)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)
(IAW DFARS 245.107(b))
(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)
(IAW DFARS 245.107(c))
(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (MAY 2011)
(IAW DFARS 245.107)
(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (AUG 2011)
(IAW DFARS 245.107(e))
(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)
(IAW AFMCFARS 5345.106-90(a))

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used

and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided:

Item No	Installation(s)
	TBD

(f) The Government support to be furnished under this contract is ____*. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

Item No	*Noun	*Quantity
TBD ON INDIVIDUAL TASK ORDERS		

(The above Clause/Provision has been modified.)

5352.245-9004 BASE SUPPORT -- ALTERNATE I (AFMC) (JUL 1997)
 (IAW AFMCFARS 5345.106-90(b))

As prescribed in 5345.106-90(b), add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-material, or labor-hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

(Applicable to cost-reimbursement, time-and-materials, or labor hour)

52.246-23 LIMITATION OF LIABILITY (FEB 1997)
 (IAW FAR 46.805(a)(1))

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS -- ALTERNATE I (APR 1984)
 (IAW FAR 46.805(a)(3))

If the contract is for both high-value items and other end items, the contracting officer shall identify the high-value items by line item and insert the following preamble before paragraph (a):

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

(Applicable to both high-value (exceeding \$100,000) and low-value (at or below \$100,000) end items)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
 (IAW FAR 46.805(a)(4))

(Applicable to services)

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after

the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in Percent)

Contract Type	Sharing Arrangement			
	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the

Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts--add to contract price.
 - (ii) Cost-reimbursement contracts--add to contract fee.

(i) *Concurrent and future contract savings.*

- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in subparagraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any

value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(The above Clause/Provision has been modified.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(MAY 2004)
(IAW FAR 49.502(b)(1)(i))

(Applicable over the simplified acquisition threshold, except as specified in FAR 49.502(b)(1)(i)(A), (B) or (C))

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
(IAW FAR 49.502(c))

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
(IAW FAR 49.502(d))

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(IAW FAR 49.503(a)(1))

(Applicable to cost-reimbursement except contracts for research and development with an educational or nonprofit institution on a no-fee basis)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(IAW FAR 49.504(a)(1))

(Applicable when fixed-price is contemplated and exceeds the simplified acquisition threshold)

52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
(IAW FAR 49.504(b))

52.249-14 EXCUSABLE DELAYS (APR 1984)
(IAW FAR 49.505(b))

(Applicable to supplies, services, construction, and research and development on a fee basis, when a cost-reimbursement. Also applicable to time-and-material and labor-hour)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
(IAW FAR 52.107(b))

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):**

Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfartoc.htm>

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

(Applicable to all orders issued hereunder)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(IAW FAR 52.107(f))

(a) The use in this 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 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.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(IAW FAR 53.111)

(Applicable when requiring the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
	Performance Work Statement	03JUN2010	26
	Pricing Matrix	UNDATED	
DD 1423	Contract Data Requirements Lists (CDRL) A001 Status Report	12APR2010	4
DD 1423	Contract Data Requirements Lists (CDRL) A002 Financial Breakdown Report Labor Category Requirements	12APR2010 UNDATED	4 17
	Small Business Subcontracting Plan	19JUL2010	14