

## CONTRACT CLAUSES

52.202-1	<b>DEFINITIONS</b> (NOV 2013) (IAW FAR 2.201)
52.203-3	<b>GRATUITIES</b> (APR 1984) (IAW FAR 3.202)
52.203-5	<b>COVENANT AGAINST CONTINGENT FEES</b> (MAY 2014) (IAW FAR 3.404)
52.203-6	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (SEP 2006) (IAW FAR 3.503-2)
52.203-7	<b>ANTI-KICKBACK PROCEDURES</b> (MAY 2014) (IAW FAR 3.502-3)
52.203-8	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (OCT 2010) (IAW FAR 3.808(b))
52.203-13	<b>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</b> (OCT 2015) (IAW FAR 3.1004(a))
52.203-19	<b>PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS</b> (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7000	<b>REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</b> (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES</b> (DEC 2008) (IAW DFARS 203.570-3)
252.203-7002	<b>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> (SEP 2013) (IAW DFARS 203.970)

**252.203-7003**                    **AGENCY OFFICE OF THE INSPECTOR GENERAL** (DEC 2012)  
(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))

**252.203-7004**                    **DISPLAY OF HOTLINE POSTERS** (OCT 2016)  
(IAW DFARS 203.1004(b)(2)(ii))  
(Applicable to acquisitions over \$5.5 million, except for commercial items)

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

**52.204-4**                        **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (MAY 2011)  
(IAW FAR 4.303)

**52.204-10**                      **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (OCT 2015)  
(IAW FAR 4.1403(a))

**52.204-13**                      **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2016)  
(IAW FAR 4.1105(b))

**52.204-18**                      **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (JUL 2016)  
(IAW FAR 4.1804(c), FAR 12.301(d))

**52.204-19**                      **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS**  
(DEC 2014)  
(IAW FAR 4.1202(b))

**52.204-21**                      **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**  
(JUN 2016)  
(IAW FAR 4.1903)

**252.204-7000**                    **DISCLOSURE OF INFORMATION** (OCT 2016)  
(IAW DFARS 204.404-70(a))

**252.204-7003**                    **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)  
(IAW DFARS 204.404-70(b))

**252.204-7005**                    **ORAL ATTESTATION OF SECURITY RESPONSIBILITIES** (NOV 2001)  
(IAW DFARS 204.404-70(c))

**252.204-7012**                    **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** (OCT 2016)  
(IAW DFARS 204.7304(c))

**252.204-7015**                    **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016)  
(IAW DFARS 204.7403(c), DFARS 212.301(f)(ix))

**5352.204-9000**                    **NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS** (OCT 2017)  
(IAW AFFARS 5304.404-90)

**252.205-7000**                    **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS**  
(DEC 1991)  
(IAW DFARS 205.470, DFARS 212.301(f)(x))

**52.209-6**                        **PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**  
(OCT 2015)  
(IAW FAR 9.409)

- 52.209-9** **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (JUL 2013)  
(IAW FAR 9.104-7(c))
- 52.209-10** **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS**  
(NOV 2015)  
(IAW FAR 9.108-5(b))
- 252.209-7004** **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM**  
(OCT 2015)  
(IAW DFARS 209.409)
- 52.210-1** **MARKET RESEARCH** (APR 2011)  
(IAW FAR 10.003)
- 52.211-5** **MATERIAL REQUIREMENTS** (AUG 2000)  
(IAW FAR 11.304)
- 52.211-8** **TIME OF DELIVERY** (JUN 1997)  
(IAW FAR 11.404(a)(2))
- DELIVERY FOR EACH ITEM IS ANNOTATED IN THE SCHEDULE (PART I SECTION B) UNDER EACH LINE ITEM.

- 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).

- 52.211-17** **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)  
(IAW FAR 11.703(b))

- 252.211-7003** **ITEM UNIQUE IDENTIFICATION AND VALUATION** (MAR 2016)  
(IAW DFARS 211.274-6(a)(1), DFARS 212.301(f)(xii))

(a) *Definitions.* As used in this clause—

“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> .

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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*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, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number \_\_\_\_\_ (or See Schedule as Applicable).
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_ (or See Schedule as Applicable).
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
  - (2) Embedded items shall be reported by one of the following methods—
    - (i) Use of the embedded items capability in WAWF;
    - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
    - (iii) Via WAWF as a deliverable attachment for exhibit line item number \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

**252.211-7007**                      **REPORTING OF GOVERNMENT-FURNISHED PROPERTY** (AUG 2012)  
(IAW DFARS 211.274-6(b), DFARS 212.301(f)(iv))

**52.215-14**                        **INTEGRITY OF UNIT PRICES** (OCT 2010)  
(IAW FAR 15.408(f)(1))

**52.215-14**                        **INTEGRITY OF UNIT PRICES -- ALTERNATE I** (OCT 1997)  
(IAW FAR 15.408(f)(2))

**52.215-23**                        **LIMITATIONS ON PASS-THROUGH CHARGES** (OCT 2009)  
(IAW FAR 15.408(n)(2))

**52.216-7**                         **ALLOWABLE COST AND PAYMENT** (JUN 2013)  
(IAW FAR 16.307(a))

(a) *Invoicing.*

- (3) The designated payment office will make interim payments for contract financing on the 30th day

**52.216-8**                         **FIXED FEE** (JUN 2011)  
(IAW FAR 16.307(b))

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

**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.)



- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)**  
(IAW FAR 19.708(a))
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)**  
(IAW FAR 19.708(b))
- 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)**  
(IAW FAR 19.708(b)(2))
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**  
(IAW FAR 19.309(c))

(a) *Definitions.* As used in this clause—

*“Long-term contract”* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*“Small business concern”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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, [x ] is not a small business concern under NAICS Code  
\_\_\_\_\_334511\_\_\_\_\_ assigned to contract number FA8202-18-C-0001.

(The above Clause/Provision has been modified.)

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)--BASIC  
(DEVIATION 2018-O0007) (DEC 2017)  
(IAW DARS Tracking # 2018-O0007)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
- (ii) Submit the consolidated SSR for an individual subcontracting plan by selecting "Department of Defense (DoD)(9700) from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
- (ii) The authority to acknowledge receipt of or reject SSRs resides with the SSR Coordinator.

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS--ALTERNATE I  
(DEVIATION 2018-O0007) (DEC 2017)  
(IAW DARS Tracking # 2018-O0007)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.



(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

- (i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.
- (ii) Submit the consolidated SSR for an individual subcontracting plan in eSRS by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The Contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt of or reject SSRs in eSRS resides with the SSR Coordinator.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(IAW FAR 22.103-5(b))

(a) overtime premium does not exceed \_\_\_\_\*

	<b>*Overtime Premium \$</b>

**52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)**  
(IAW FAR 22.1505(b))

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**  
(IAW FAR 22.810(a)(1))

**52.222-26 EQUAL OPPORTUNITY (SEP 2016)**  
(IAW FAR 22.810(e))

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**  
(IAW FAR 22.1310(a)(1), DFARS 22.1310(a)(1))

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**  
(IAW FAR 22.1408(a))

**52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**  
(IAW FAR 22.1310(b))

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**  
(IAW FAR 22.1605)

**52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**  
(IAW FAR 22.1705(a)(1))

**252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)**  
(IAW DFARS 222.7405)

**52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
(IAW FAR 23.505)

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**  
(IAW FAR 23.1105)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)**  
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
- 52.224-3 PRIVACY TRAINING (JAN 2017)**  
(IAW FAR 24.302(a))
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**  
(IAW FAR 25.1103(a))
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (DEC 2017)**  
(IAW DFARS 225.1101(2)(i) and (2)(ii))
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)**  
(IAW DFARS 225.1101(3))
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)**  
(IAW DFARS 225.7002-3(a))
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)**  
(IAW DFARS 225.7901-4)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**  
(IAW DFARS 226.104)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**  
(IAW DFARS 227.7102-4(b), DFARS 227.7103-6(a))

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

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
  - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable



people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data (other than detailed manufacturing or process data when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

*(b) Rights in Technical Data.*

The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive,

irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are—

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—
  - (A) Government purpose license rights or limited rights and the restrictive conditions(s) has/have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—
  - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
  - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
- (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—
  - (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
  - (B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (iv) The Contractor has the exclusive right, including the right to license other, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

- (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—
  - (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or



(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any right so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.*

The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an

attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertions of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

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*	Basis for Assertion**	Asserted Rights Category***	Name of person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*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)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(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)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive

Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data*.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers*.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor subcontractor or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(The above Clause/Provision has been modified.)

**52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)**  
(IAW FAR 28.311-1)

**52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)**  
(FEB 2013)  
(IAW FAR 29.401-3(b))

**52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**  
(IAW FAR 30.201-4(d)(1))



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|---------------------|--|
| <b>252.231-7000</b> | <b>CAPITAL COST PRINCIPLES</b> (DEC 1991)<br>(IAW DFARS 231.100-70)      |
| <b>52.232-1</b>     | <b>PAYMENTS</b> (APR 1984)<br>(IAW FAR 32.111(a)(1))                     |
| <b>52.232-8</b>     | <b>DISCOUNTS FOR PROMPT PAYMENT</b> (FEB 2002)<br>(IAW FAR 32.111(b)(1)) |
| <b>52.232-11</b>    | <b>EXTRAS</b> (APR 1984)<br>(IAW FAR 32.111(c)(2))                       |
| <b>52.232-17</b>    | <b>INTEREST</b> (MAY 2014)<br>(IAW FAR 32.611(a), FAR 32.611(b))         |
| <b>52.232-20</b>    | <b>LIMITATION OF COST</b> (APR 1984)<br>(IAW FAR 32.706-2(a))            |
| <b>52.232-23</b>    | <b>ASSIGNMENT OF CLAIMS</b> (MAY 2014)<br>(IAW FAR 32.806(a)(1))         |
| <b>52.232-25</b>    | <b>PROMPT PAYMENT</b> (JAN 2017)<br>(IAW FAR 32.908(c))                  |

(a) *Invoice payments*—

(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 7th 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.

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|---------------------|--|
| <b>52.232-33</b>    | <b>PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT</b> (JUL 2013)<br>(IAW FAR 32.1110(a)(1)) |
| <b>52.232-39</b>    | <b>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b> (JUN 2013)<br>(IAW FAR 32.706-3)                           |
| <b>52.232-40</b>    | <b>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b> (DEC 2013)<br>(IAW FAR 32.009-2)        |
| <b>252.232-7003</b> | <b>ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS</b><br>(JUN 2012)<br>(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.

**252.232-7006**

**WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) *Document type.* The Contractor shall use the following document type(s).

DD250

*(Contracting Officer: Insert applicable document type(s).)*

*Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)*

- (2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.



N/A

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	FA8202
Admin DoDAAC	S2101A
Inspect By DoDAAC	FA8202
Ship To Code	FA8202
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	FA8202
Service Acceptor (DoDAAC)	FA8202
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

DCMA ACO

(Contracting Officer: Insert applicable information or "Not applicable.")

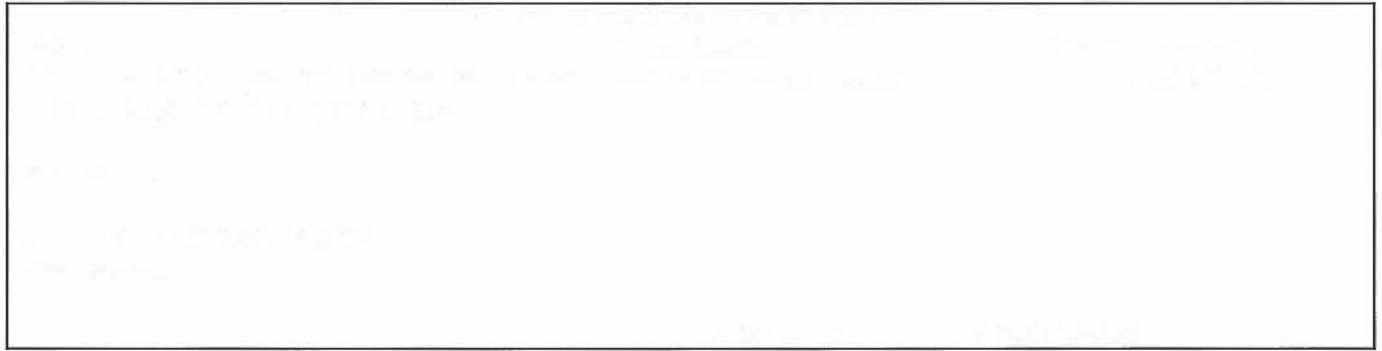
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(The above Clause/Provision has been modified.)

252.232-7010

LEVIES ON CONTRACT PAYMENTS (DEC 2006)  
(IAW DFARS 232.7102)





- 52.233-1                    **DISPUTES** (MAY 2014)  
                                  (IAW FAR 33.215)
- 52.233-3                    **PROTEST AFTER AWARD** (AUG 1996)  
                                  (IAW FAR 33.106(b))
- 52.233-3                    **PROTEST AFTER AWARD -- ALTERNATE I** (JUN 1985)  
                                  (IAW FAR 33.106(b))
- 52.233-4                    **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)  
                                  (IAW FAR 33.215(b))
- 52.242-1                    **NOTICE OF INTENT TO DISALLOW COSTS** (APR 1984)  
                                  (IAW FAR 42.802)
- 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: \_\_\_\_\_

- 52.242-5                    **PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (JAN 2017)  
                                  (IAW FAR 42.1504)
- 52.242-13                   **BANKRUPTCY** (JUL 1995)  
                                  (IAW FAR 42.903)
- 52.242-15                   **STOP-WORK ORDER -- ALTERNATE I** (APR 1984)  
                                  (IAW FAR 42.1305(b)(2))
- 52.242-17                   **GOVERNMENT DELAY OF WORK** (APR 1984)  
                                  (IAW FAR 42.1305(c))

**252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)**  
(IAW DFARS 242.7204)

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

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

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**  
(IAW DFARS 243.205-70)

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)**  
(IAW DFARS 243.205-71)

**52.244-2 SUBCONTRACTS (OCT 2010)**  
(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:

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

<b>Subcontracts</b>
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**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)**  
(IAW FAR 44.403)

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)**  
(IAW DFARS 244.403)

**252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC (MAY 2014)**  
(IAW DFARS 244.305-71)

**52.245-1 GOVERNMENT PROPERTY (JAN 2017)**  
(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)

**52.245-9 USE AND CHARGES (APR 2012)**  
(IAW FAR 45.107(c))

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**  
(IAW DFARS 245.107(2))

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017)**  
(IAW DFARS 245.107(3))

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**  
(IAW DFARS 245.107(4))

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)**  
(IAW DFARS 245.107(5))

**52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**  
(IAW FAR 46.302)

- 52.246-3**                    **INSPECTION OF SUPPLIES--COST-REIMBURSEMENT** (MAY 2001)  
(IAW FAR 46.303)
- 52.246-4**                    **INSPECTION OF SERVICES--FIXED-PRICE** (AUG 1996)  
(IAW FAR 46.304)
- 52.246-5**                    **INSPECTION OF SERVICES--COST-REIMBURSEMENT** (APR 1984)  
(IAW FAR 46.305)
- 52.246-16**                  **RESPONSIBILITY FOR SUPPLIES** (APR 1984)  
(IAW FAR 46.316)
- 52.246-23**                  **LIMITATION OF LIABILITY** (FEB 1997)  
(IAW FAR 46.805(a)(1))
- 252.246-7000**              **MATERIAL INSPECTION AND RECEIVING REPORT** (MAR 2008)  
(IAW DFARS 246.370)

**INSPECTION AND ACCEPTANCE** (SEP 1999)  
(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final).

Item No(s):	0001,	0002,	0003,	0005,	0006,	0007,	0008,	0009,	0010
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- 52.247-1**                    **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)  
(IAW FAR 47.104-4(a), FAR 47.104-4(b))
- 52.247-67**                  **SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT** (FEB 2006)  
(IAW FAR 47.103-2)
- (c) Contractors shall submit the above referenced transportation document to—

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 52.247-68**                    **REPORT OF SHIPMENT (REPSHIP)** (FEB 2006)  
(IAW FAR 47.208-2)
- 252.247-7023**              **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (APR 2014)  
(IAW DFARS 247.574(b))
- 52.248-1**                    **VALUE ENGINEERING** (OCT 2010)  
(IAW FAR 48.201(b), FAR 48.201(f))
- 52.249-2**                    **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**  
(APR 2012)  
(IAW FAR 49.502(b)(1)(i))
- 52.249-6**                    **TERMINATION (COST-REIMBURSEMENT)** (MAY 2004)  
(IAW FAR 49.503(a)(1))
- 52.249-8**                    **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)  
(IAW FAR 49.504(a)(1))
- 52.249-14**                  **EXCUSABLE DELAYS** (APR 1984)  
(IAW FAR 49.505(b))



**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](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).

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

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