

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

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

5352.201-9101 **OMBUDSMAN** (OCT 2012)
(IAW AFFARS 5301.9103)

(c) If resolution cannot be made by the contracting officer, interested party may contact the Center/MAJCOM/DRU or AFISRA ombudsmen, **AFSC/PZC** at **405 736-3273** __, FAX __ __, email __. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU or AFISRA level, may be brought by the interested 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 (571) 256-2397, facsimile number (571) 256-2431.

(Applicable to all solicitations and contracts)

52.202-1 **DEFINITIONS** (JAN 2012)
(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** (OCT 2010)
(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**
(OCT 2010)
(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.)

252.203-7000 **REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS**
(SEP 2011)
(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)

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

252.203-7004 **DISPLAY OF FRAUD HOTLINE POSTER(S)** (DEC 2012)
(IAW FAR 203.1004(b)(2)(ii))

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained via the internet at

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[Contracting Officer shall insert the appropriate DHS contact information or website.]

(Applicable to acquisitions over \$5 million, except for commercial items or when the contract will be performed entirely outside the U.S.)

52.204-4 **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (MAY 2011)
(IAW FAR 4.303)
(Applicable when the simplified acquisition threshold is exceeded)

52.204-10 **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (AUG 2012)
(IAW FAR 4.1403(a))
(Applicable over \$25,000, unless not required to be reported in FPDS)

- 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 204.1105)
(Applicable when using the clause at FAR 52.204-7, Central Contractor Registration)
- 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)**
(IAW DFARS 204.7304)
(Applicable to all solicitations and contracts)
- 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**
(DEC 2010)
(IAW FAR 9.409)
(Applicable when exceeding \$30,000)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**
(IAW FAR 9.104-7(c))
(Applicable to solicitations and contracts over \$500,000 and contracts where the offeror has checked "has" in paragraph (b) clause 52.209-7)
- 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)
- 52.210-1 MARKET RESEARCH (APR 2011)**
(IAW FAR 10.003)
(Applicable to solicitations and contracts over \$5 million for the procurement of items other than commercial items)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**
(IAW FAR 11.304)
(Applicable to supplies that are not commercial items)
- 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 (JUN 2011)**
(IAW DFARS 211.274-6(a), DFARS 212.301(f)(vi))

(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/uid/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/uid/types.html>.

(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).

(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.

(Applicable when delivery of one or more “items” as defined at 252.211-7003(c) is required)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
 (IAW DFARS 211.274-6(B))

(Applicable when FAR 52.245-1, Government Property, is used)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
 (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), AFFARS 53.15.209(h))

(Applicable when using uniform contract format that is not commercial or for construction)

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

(Applicable when negotiated and exceeding the simplified acquisition threshold)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)
 (IAW FAR 16.307(a))

(a) *Invoicing.*

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

(Applicable when specifying cost-reimbursement 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 **quantity of 1**, 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 **quantity of 127**;
- (2) Any order for a combination of items in excess of **quantity of 127**; or
- (3) A series of orders from the same ordering office within **5** 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 **10** 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.

(Applicable to all orders issued hereunder)

52.216-20 DEFINITE QUANTITY (OCT 1995)
(IAW FAR 16.506(c))

(d) Contractor shall not be required to make any deliveries under this contract after **Final Delivery of last order.**

(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 **From Contract Award through final option period if exercised.**

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

252.217-7028 OVER AND ABOVE WORK (DEC 1991)
(IAW DFARS 217.7702)

(a) **Definitions.**

As used in this clause--

- (1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is--
 - (i) Within the general scope of the contract;
 - (ii) Not covered by the line item(s) for the basic work under the contract; and
 - (iii) Necessary in order to satisfactorily complete the contract.
- (2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

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

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

- (2) Government review, verification, and authorization of the work; and
- (3) Proposal pricing, submission, negotiation, and definitization.

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

(d) The Government shall--

- (1) Promptly review the work request;
- (2) Verify that the proposed work is required and not covered under the basic contract line item(s);
- (3) Verify that the proposed corrective action is appropriate; and
- (4) Authorize over and above work as necessary.

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

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

(The above Clause/Provision has been modified.)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS (JAN 2011)
(IAW FAR 19.1309(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 (JAN 2011)
(IAW FAR 19.708(a))

(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 (JAN 2011)
(IAW FAR 19.708(b))

(Applicable over \$650,000)

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 2012)
(IAW FAR 19.309(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)** (AUG 2012)
(IAW DFARS 219.708(b)(1)(A))
(Applicable over \$650,000)

52.222-19 **CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES** (MAR 2012)
(IAW FAR 22.1505(b))
(Applicable for supplies that exceed the micro-purchase threshold)

52.222-20 **WALSH-HEALEY PUBLIC CONTRACTS ACT** (OCT 2010)
(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)

52.222-35 **EQUAL OPPORTUNITY FOR VETERANS** (SEP 2010)
(IAW FAR 22.1310(a)(1), DFARS 22.1310(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** (OCT 2010)
(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 VETERANS** (SEP 2010)
(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)
- 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)
- 52.223-6** **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)
- 52.223-18** **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (AUG 2011)
(IAW FAR 23.1105)
(Applicable to all solicitations and contracts)
- 252.223-7008** **PROHIBITION OF HEXAVALENT CHROMIUM** (MAY 2011)
(IAW DFARS 223.7306)
(Applicable to solicitations and contracts for supplies, maintenance and repair services, or construction)
- 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 AND BALANCE OF PAYMENTS PROGRAM** (DEC 2012)
(IAW DFARS 225.1101(2)(i))
(Applicable except when an exception to the Buy American statute or Balance of Payments Program is known to apply, or if using the clause at 252.225-7021, Trade Agreements; or 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program)
- 252.225-7002** **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** (DEC 2012)
(IAW DFARS 225.1101(3))
(Applicable if one of the following clauses are included: DFARS 252.225-7001, 252.225-7021 or 252.225-7036)
- 252.225-7004** **REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION AFTER AWARD** (OCT 2010)
(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** (OCT 2010)
(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 2012)
(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 (JUN 2012)
(IAW DFARS 225.1101(4))

(Applicable to contracts requiring duty free entry of goods into the United States)

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)

52.227-2 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)

252.227-7000 NON-ESTOPPEL (OCT 1966)
(IAW DFARS 227.7009-1(e))

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)
(IAW DFARS 227.7102-4(b), DFARS 227.7103-6(a), DFARS 212.7003(b)(1))

(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 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, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; 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;

(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, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(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****
Logistics Management Information (LMI) Source Data	Developed at Private Expense	Limited	Thales
Supplemental Data for Provisioning (SDFP)	Developed at Private Expense	Limited	Thales
Product Drawings/Models and Associated Lists:	Developed at Private Expense	Limited	Thales
Technical Handbook: dB 900E TACAN Antenna and ACU sign and Handbook	Developed at Private Expense	Limited	dBS
Hardware Documentation – Pertains to the design and fabrication of intellectual property related to hardware	Developed at Private Expense	Limited	dBS
Quality Testing Processes, Procedures and Data	Developed at Private Expense	Limited	dBS

*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 FA8102-13-D-0001
Contractor Name THALES COMMUNICATIONS, INC.
Contractor 23501 W. 84TH ST.
Address SHAWNEE, KS 66227
Expiration Date FIFTEEN (15) YEARS

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 THALES COMMUNICATIONS, INC.
Contractor Name 23501 W. 84TH ST.
Contractor Address SHAWNEE, KS 66227

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. N/A (Insert contract number)_____, License No. N/A (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, 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.)

252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012) (IAW DFARS 227.7203-6(a)(1))
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011) (IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (MAR 2011) (IAW DFARS 227.7104(a))
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2011) (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))
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011) (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
- 252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)**
(JUN 1975)
(IAW DFARS 227.7103-17)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** (JUN 2012)
(IAW DFARS 227.7102-3, DFARS 227.7103-6(e)(3), DFARS 227.7104(e)(5), DFARS 227.7203-6(f))
- 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS** (MAR 1996)
(IAW FAR 28.311-1)
(Applicable to cost-reimbursement line items)
- 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)
- 52.232-1 PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
(Applicable to fixed-price supply or fixed-price service)
- 52.232-11 EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))
(Applicable to fixed-price supply, fixed-price service, or transportation)
- 52.232-17 INTEREST** (OCT 2010)
(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)
- 52.232-23 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))

(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.

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

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
(IAW FAR 32.1005)

(c) Approval and payment of requests.

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.

(m) *Content of Contractor's certification.*

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.

**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 provision 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.)

**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
(DEVIATION) (AUG 2012)**
(IAW DARS Tracking # 2012-O0014)

(Applicable to all solicitations and resultant contracts)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUN 2012)
(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)

252.232-7009 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)

52.233-3 PROTEST AFTER AWARD (AUG 1996)
(IAW FAR 33.106(b))

(Applicable to all orders issued hereunder)

52.233-3 **PROTEST AFTER AWARD -- ALTERNATE I** (JUN 1985)
(IAW FAR 33.106(b))

(Applicable to cost reimbursement items)

52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)
(IAW FAR 33.215(b))

(Applicable to all solicitations and contracts)

252.235-7003 **FREQUENCY AUTHORIZATION** (DEC 1991)
(IAW DFARS 235.072(b))

252.235-7003 **FREQUENCY AUTHORIZATION -- ALTERNATE I** (AUG 2008)
(IAW DFARS 235.072(b), DFARS 252.235-7003 (Alternate I))

52.242-1 **NOTICE OF INTENT TO DISALLOW COSTS** (APR 1984)
(IAW FAR 42.802)

(Applicable when cost-reimbursement, fixed-price incentive, or price redetermination)

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)

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

(b) 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 **local base policy and procedures** to obtain a vehicle pass.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with **local base policy and procedures** citing the appropriate paragraphs as applicable.

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
(IAW FAR 43.205(a)(1))
(Applicable to fixed-price supplies)

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)
(IAW FAR 43.205(b)(1))
(Applicable to cost-reimbursement supplies)

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 (DEC 2012)
(IAW DFARS 243.205-71)
(Applicable when the simplified acquisition threshold is exceeded)

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:

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)

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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2012)
(IAW DFARS 244.403)

(Applicable to solicitations and contracts for supplies or services other than commercial items that contain any of the clauses listed in the clause at 252.244-7000)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (JUN 2012)
(IAW DFARS 244.305-71)

(Applicable to solicitations and contracts containing the clause at FAR 52.244-2, Subcontracts)

52.245-1 GOVERNMENT PROPERTY (APR 2012)
(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)

(Applicable 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)

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

(Applicable when FAR 52.245-1 is included)

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

(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
(IAW DFARS 245.107(3))

(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

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

(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)
(IAW DFARS 245.107(5))

(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

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

(Applicable to items that are not high-value items (at or below \$150,000 per unit))

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)
(IAW FAR 46.805(a)(2))

(Applicable to high-value end items (exceeding \$150,000 per unit))

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))

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

(Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)

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—

(Applicable to cost reimbursement orders that authorize reimbursement of transportation as a direct charge)

52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
(IAW DFARS 247.574(b)(1))

(Applicable when procedures other than for direct purchase of ocean transportation services are utilized)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(APR 2012)

(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))

52.249-6 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)

52.249-14 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_afmcfars/afar1toc.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)

52.253-1 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)