

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 5)		CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR	CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY	CODE
----------------------	------	---------------	-----------------------------	------

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA
---	---------------------------------------

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
--	--

19A. NAME AND TITLE OF SIGNER (Type or Print)	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST & FIXED FEE
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.	\$	\$	\$
TOTAL ESTIMATED CONTRACT CONSIDERATION:		\$	\$	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
2. The Contractor shall conduct the research effort under CLIN 0001 in accordance with Attachment Number 1, entitled "Statement of Work for Base Period".

SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

1. The research effort performed under CLIN 0001 shall be conducted from the date of contract award through XXX months thereafter.
2. If Option I is exercised, the research effort performed under CLIN 0002 shall be conducted during the period from the effective date of the option through XXX months.
3. Distribution, consignment and marking instructions for all reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Office of Naval Research
875 North Randolph St.
Attn: ONR Code:
Arlington, Virginia 22203-1995

Ref: Contract N00014-

SECTION G - CONTRACT ADMINISTRATION DATA

1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at (http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher".

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word

“Vendor” and then click on the “Create New Document” link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. *(Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)*

Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character “PAYMENT WILL BE MADE BY” CODE on page one of the award document]

Select the “Cost Voucher” invoice type within WAWF and hit Continue. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

IssueBy DoDAAC: [Use the 6 character “ISSUED BY” CODE on page one of the award document]

Admin DoDAAC: [Use the 6 character “ADMINISTERED BY” CODE on page one of the award document]

DCAA Auditor DoDAAC: [Look up via the AUDIT OFFICE LOCATOR at <http://www.dcaa.mil>. If you encounter any problems finding your cognizant audit office, write to dcaaweb@dcaa.mil or call ONR’s DCAA liaison at (703) 696-2599]

Service Approver: [Use the 6 character “ADMINISTERED BY” CODE on page one of the award document]

LPO DoDAAC: [Use the 6 character “ADMINISTERED BY” CODE on page one of the award document] *(Note - this line is required only when the “PAYMENT WILL BE MADE BY” DODAAC is HQ0251 or begins with an ‘N’; otherwise leave blank)*

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the “Misc Info” tab.

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).

After all required information is included, click on the “Create Document” button under the “Header” tab.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated. If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

1.2 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

1.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$.

(b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$. The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$; including an estimated cost of \$ and a fixed fee of \$. It is estimated that the amount allotted of \$ will cover the period from date of award through

The following paragraph should be added as many times as necessary when there are multiple funded CLINs.

(c) It is hereby understood and agreed that CLIN _____ will not exceed a total amount of \$ _____; including an estimated cost of \$ _____ and a fixed fee of \$ _____. The total amount presently available for payment and allotted to CLIN _____ of this contract is \$ _____; including an estimated cost of \$ _____ and a fixed fee of \$ _____. It is estimated that the amount allotted of \$ _____ will cover the period from date of award through _____.

1.4 Payment Instructions for Multiple Accounting Classification Citations

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

Select Appropriate Instructions for This Contract	DFARS PGI Reference	Indicate applicable CLIN(s) or SLIN(s).	Instruction for Use
	252.204-0001 Line Item Specific: Single Funding (SEP 2009)		If there is only one source of funding for the contract line item (i.e., one ACRN)
	252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order
	252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction
	252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)		If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first
	252.204-0005 Line Item Specific: by Cancellation Date (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first.

	252.204-0006 Line Item Specific: Proration (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN.
If Line Item Specific funding is not appropriate, the contracting officer may select one of the contract wide specific instructions.			
	252.204-0007 Contract-wide: Sequential ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in sequential ACRN order
	252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in a specified ACRN order
	252.204-0009 Contract-wide: by Fiscal Year (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in fiscal year order
	252.204-0010 Contract-wide: by Cancellation Date ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated by cancellation date.
	252.204-0011 Contract-wide: Proration (SEP 2009)	N/A	If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN
	252.204-0012 Contract-wide: Other (SEP 2009)	N/A	If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office.

2. INSTRUCTION TO THE CONTRACTOR

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

3. PROCURING OFFICE REPRESENTATIVES

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator – , ONR , (703) 696- , DSN 426- , E-Mail Address:
@navy.mil

Inspection and Acceptance , (703) 696- , DSN 426- , E-Mail Address:
@navy.mil

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail
Address: diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000,
john.forrest@navy.mil

The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

4. TYPE OF CONTRACT

This is a cost-plus-fixed-fee completion contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

2. INVENTION DISCLOSURES AND REPORTS

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

3. **ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance forty-five (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name

4. **ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)**

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the

objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

SECTION J - LIST OF ATTACHMENTS

1. EXHIBIT A entitled "Contract Data Requirements List" (DD Form 1423) –1 Page with Enclosure Number 1, entitled "Contract Data Requirements List - Instructions for Distribution."
2. Attachment Number 1, entitled, "Statement of Work" – Page
3. Attachment Number 2, entitled, "Report Documentation Page" (SF 298) - 1 Page.
4. Attachment Number 3, entitled, "Financial Accounting Data Sheet" – Page

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. The Contractor's ORCA validation dated from: to: is hereby incorporated into this contract by reference. The ONR Contract Specific Representations and Certifications, dated are hereby incorporated by reference.

SECTION I - CONTRACT CLAUSES (August 18, 2011)

Cost-Plus-Fixed-Fee

* Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>; click on Contracts & Grant; and then click on Model Awards. Finally click on Flow Down Clauses for Educational Institutions.

(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>
http://farsite.hill.af.mil/farsite_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- * Applies when contract action exceeds \$3,000
- ** Applies when contract action exceeds \$15,000
- *** Applies when contract action exceeds \$25,000
- + Applies when contract action exceeds \$30,000
- ++ Applies when contract action exceeds \$100,000
- +++ Applies when contract action exceeds \$150,000
- ^ Applies when contract action exceeds \$500,000
- ^^ Applies when contract action exceeds \$650,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$700,000
- ## Applies when contract action exceeds \$1,000,000

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

+++ FAR 52.202-1	Definitions (JUL 2004)
+++ FAR 52.203-3	Gratuities (APR 1984)
+++ FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
+++ FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)

+++ FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
+++ FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
+++ FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
+++ FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
+++ FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (APR 2008)
FAR 52.204-8	Annual Representations and Certifications (MAY 2011)
+ FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
+++ FAR 52.215-2	Audit and Records - Negotiation (OCT 2010)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
# FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (AUG 2011) (The provisions of this Clause have been waived for nonprofit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c) (4). The clause is applicable to many subcontracts over \$700,000.)
# FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 2010) (Applicable to subcontracts over \$700,000 only)
+++ FAR 52.215-14	Integrity of Unit Prices (OCT 2010) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
# FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
# FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
# FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010) (Applicable to solicitations only)
+++ FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)
FAR 52.216-7	Allowable Cost and Payment (JUN 2011) (In paragraph (a), delete the words "Subpart 31.2" and substitute "Subpart 31.3")
FAR 52.216-8	Fixed Fee (JUN 2011)
FAR 52.216-11	Cost Contract - No Fee (APR 1984) and Alternate I (APR 1984)
* FAR 52.219-1	Small Business Program Representation (APR 2011) and Alternate I (APR 2011)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JAN 2011)
+++ FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)
+++ FAR 52.219-8	Utilization of Small Business Concerns (DEVIATION)
* FAR 52.219-28	Post-Award Small Business Program Representation (APR 2009)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
+++ FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
* FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)

FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (MAR 2007)
++ FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)
+++ FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
++ FAR 52.222-37	Employment Reports on Veterans (SEP 2010)
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)
+++ FAR 52.222-54	Employment Eligibility Verification (JAN 2009) (Does not apply when work is performed outside the United States and Period of performance is less than 120 days)
FAR 52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
FAR 52.225-13	Restrictions on Certain Foreign Purchases(JUN 2008)
+++ FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
+++ FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
+++ FAR 52.232-17	Interest (OCT 2010)
* FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.232-25	Prompt Payment (OCT 2008) and Alternate I (FEB 2002) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does do not apply] [Alternate I applies when awarding a cost reimbursement contract for services]
FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
FAR 52.233-1	Disputes (JULY 2002)
FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
# FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
+++ FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
+++ FAR 52.244-2	Subcontracts (OCT 2010)
+++ FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)
FAR 52.245-1	Government Property (AUG 2010)
FAR 52.245-9	Uses and Charges (AUG 2010)
FAR 52.249-6	Termination (Cost-Reimbursement)(MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-1	Government Supply Sources (AUG 2010)
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
+++ DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
DFARS 252.204-7003	Control of Government Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7007	Alternate A, Annual Representations and Certifications (MAY 2010)
DFARS 252.204-7008	Export-Controlled Items (APR 2010)
DFARS 252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (JAN 2009)
+++ DFARS 252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)
+++ DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7003	Item Identification and Valuation (JUN 2011) (Applicable if the contract includes items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory)
DFARS 252.211-7007	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
# DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
## DFARS 252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements (DEC 2010)
+++ DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2010)
+++ DFARS 252.225-7013	Duty-Free Entry (DEC 2009)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
^ DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (MAR 2011)
DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 2011)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 1995)
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2008)
+++ DFARS 252.242-7004	Material Management and Accounting System (MAY 2011)
DFARS 252.242-7005	Contractor Business Systems (MAY 2011)
+++ DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property (FEB

	2011)
DFARS 252.245-7002	Reporting Loss of Government Property (FEB 2011)
DFARS 252.245-7003	Contractor Property Management System Administration (MAY 2011)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008)
DFARS 252.246-7005	Notice of Warranty Tracking of Serialized Items (JUN 2011)
DFARS 252.246-7006	Warranty Tracking of Serialized Items (JUN 2011)
+++ DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002) and Alternate III (MAY 2002)
DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

(B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), 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 address: <http://www.arnet.gov/far/>

FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010) (Applicable in solicitations and contracts if the value is expected to exceed \$5M and the performance period is 120 days or more.)
FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007) (Applicable only when contract action exceeds \$5M or when any modification increases the contract amount to more than \$5M)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Applicable in all solicitations and contracts of \$25,000 or more. The clause is NOT required in classified solicitations and contracts; or solicitations and contracts with individuals.)
FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011) (Use this clause in solicitations where the resultant contract value is expected to exceed \$500,000 and in contracts in which the offeror checked “has” in paragraph (b) of the provision 52.209-7 “Information Regarding Responsibility Matters (JAN 2011”).)

FAR 52.210-1	Market Research (APR 2011) (Applicable in contracts over \$5M for the procurement of items other than commercial items.)
FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)(Applicable to contracts if cost or pricing data or information other than cost or pricing data will be required for modifications)
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a)[<i>insert the period of performance</i>], in second blank of paragraph (a) [<i>insert 1 day</i>], and in paragraph (c), insert [(<i>months</i>)(<i>years</i>)] (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in brackets)
FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 2011) (Applicable in contracts for acquisitions that are set aside for, or awarded on a sole source basis to, HUBZone small business concerns under 19.1305 or 19.1306.)
FAR 52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)(Applicable in contracts involving total small business set-asides)
FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003)(Applicable in contracts involving partial small business set-asides)
FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$650,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program or DFARS 252.219-7004 is included.)
FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
FAR 52.219-16	Liquidated Damages- Subcontracting Plan (JAN 1999)(Use in all solicitations and contracts containing the clause at 52.219-9)(Note: <u>do not use</u> in contracts with contractors that have comprehensive subcontracting plans approved under the test program)
FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Applicable if contract includes FAR 52.219-24)
FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEVIATION) (Applicable if contract includes FAR 52.219-24)
FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$150,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
FAR 52.219-29	Notice of Total Set-Aside for Economically Disadvantaged Women-

		owned Small Business (EDWOSB) Concerns (APR 2011) (Applicable in contracts for acquisitions that are set aside for economically disadvantaged women-owned small business concerns under 19.1505(b).
	FAR 52.219-30	Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the Women-Owned Small Business Program (APR 2011) (Applicable in contracts for acquisitions that are set aside for women-owned small business concerns under 19.1505(c).)
	FAR 52.222-20	Walsh Healy Public Contracts Act (OCT 2010) (Applicable if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000)
	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value when the contract is awarded to an individual)
	FAR 52.230-2	Cost Accounting Standards (OCT 2010) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in negotiated contracts when the contract amount is over \$650,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
	FAR 52.246-8	Inspection of Research and Development—Cost-Reimbursement. (MAY 2001)(Applicable in contracts for research and development when— (a) The primary objective is the delivery of end items other than designs, drawings, or reports; and (b) Cost-reimbursement contract is contemplated; unless use of the clause is impractical and clause FAR 52.246-9 Inspection of Research and Development (Short Form)(APR 1984) is considered to be more appropriate)
	DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)(Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated)

DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)
DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)
DFARS 252.215-7002	Cost Estimating System requirements (MAY 2011) (Applicable only to contract actions awarded on the basis of certified cost or pricing data) (The provisions of this Clause have been waived for non-profit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c)(4).
DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (Use this clause in solicitations and contracts that contain the clause FAR 52.219-9, Small Business Subcontracting Plan)
DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program) (JAN 2011)(Use in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), FAR 52.219-9, Small Business Subcontracting Plan and FAR 52.219-16, Liquidated Damages- Subcontracting Plan)
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
DFARS 252.225-7001	Buy American Act and Balance of Payments Program (JAN 2009) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (JUN 2011) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
DFARS 252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011)
DFARS 252.225-7997	Additional Contractor Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new

		solicitations and resultant contracts performed in Iraq or Afghanistan)
	DFARS 252.234-7002	Earned Value Management (MAY 2011) (Applicable in contracts valued at \$20M which EVMS will be applied in accordance with 234.201(1)(iii) and (iv) and instead of FAR 52.234-4, Earned Value Management System)

(C) COST-PLUS FIXED-FEE- RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to a Cost-Plus-Fixed-Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+++ - applies to contract actions exceeding \$150,000)

FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) Alternate V (APR 1984)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
+++ FAR 52.246-23	Limitation of Liability (FEB 1997)
DFARS 252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)
+++ DFARS 252.242-7004	Material Management and Accounting System(MAY 2011)
DFARS 252.242-7006	Accounting System Administration (MAY 2011)

The following FAR and DFARS clauses are for Cost-Plus-Fixed-Fee Research and Development Contracts and only apply when specifically marked with a check (x):

FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business)(DEC 2007) (Applicable in contracts for experimental, developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))
DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)
DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)
DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in

		contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))
	DFARS 252.242-7005	Contractor Business Systems (MAY 2011) (Applicable in contracts when any of the following clauses are included: (1)252.215-7002, Cost Estimating System Requirements. (2)252.234-7002, Earned Value Management System. (3)252.242-7004, Material Management and Accounting System. (4)252.242-7006, Accounting System Administration. (5)252.244-7001, Contractor Purchasing System Administration. (6)252.245-7003, Contractor Property Management System Administration.

(D) COST-PLUS-FIXED-FEE SERVICE CLAUSES

The following FAR clauses apply to Cost-Plus-Fixed-Fee Service Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + + - applies to contract actions exceeding \$150,000)

	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) Alternate I (APR 1984)
	FAR 52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
+ + +	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)
	DFARS 252.239-7001	Information Assurance Contractor Training and Certification(JAN 2008)(Applicable in contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M.

The following FAR and DFARS clauses are for Cost-Plus-Fixed-Fee Service Contracts only apply when specifically marked with a check (x):

	FAR 52.217-8	Option to Extend Services (NOV 1999) (Applicable when options will be used under a service contract.)
	FAR 52.223-10	Waste Reduction Program (MAY 2011) (Applicable for contractor operation of Government-owned or leased facilities)

(E) COST-PLUS-FIXED-FEE SUPPLY CLAUSES

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Supply Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + + - applies to contract actions exceeding \$150,000)

FAR 52.211-5	Material Requirements (AUG 2000)
FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987)
FAR 52.246-3	Inspection of Supplies – Cost Reimbursement (MAY 2001)
+++ FAR 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)
DFARS 252.217-7026	Identification of Sources of Supply (NOV 1995)
+++ DFARS 252.225-7013	Duty Free Entry (DEC 2009)

The following FAR and DFARS clauses are for a Cost-Plus-Fixed-FEE Supply Contract and only apply when specifically marked with a check (x):

	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services(JUL 2004) (Applicable to contract which require a contractor to purchase supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled)
	FAR 52.217-6	Option for Increased Quantity (MAR 1989)

(F) COST SHARING – NO FEE RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Cost-Sharing – No Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+++ - applies to contract actions exceeding \$150,000)

	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
+++	FAR 52.246-23	Limitation of Liability (FEB 1997)
	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)
	DFARS 252.235-7010	Acknowledgment of Support and Disclaimer(MAY 1995)
+++	DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses apply to Cost-Sharing – No Fee Research and Development Contracts and are either required by regulation or are required when circumstances of the contract warrant they apply. The FAR and DFARS clauses for Cost-Sharing – No Fee Research and Development Contracts only apply when specifically marked with a check (x):

	FAR 52.216-12	Cost Sharing Contract -- No Fee (APR 1984)(Applicable in contracts when a cost-sharing contract is contemplated) (This clause may be modified by substituting "\$10,000" in lieu of "\$100,000" as the
--	---------------	--

		maximum reserve in paragraph (b) if the contract is with a nonprofit organization.) FAR 16.307 (f)(2): If a cost-sharing research and development contract with an educational institution or a nonprofit organization is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required, the contracting officer shall use the clause with its Alternate I (APR 1984)
	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
	FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)(Applicable in contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract)
	DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business)(DEC 2007) (Applicable in contracts for experimental, developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))
	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)

(G) COST REIMBURSEMENT RESEARCH AND DEVELOPMENT (NO FEE) CLAUSES

The following FAR and DFARS clauses apply to Cost Reimbursement No Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+ + + - applies to contract actions exceeding \$150,000)

FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
+ + + FAR 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer(MAY 1995)
+ + + DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses apply to Cost-Sharing – No Fee Research and Development Contracts and are either required by regulation or are required when circumstances of the contract warrant

they apply. The FAR and DFARS clauses for Cost-Sharing – No Fee Research and Development Contracts only apply when specifically marked with a check (x):

FAR 52.216-11	Cost Contract -- No Fee (APR 1984)(Applicable in contracts when a cost-reimbursement contract is contemplated that provides no fee and is not a cost-sharing contract.) (This clause may be modified by substituting "\$10,000" in lieu of "\$100,000" as the maximum reserve in paragraph (b) if the contract is with a nonprofit organization.) FAR 16.307 (e)(2): If a cost-reimbursement research and development contract with an educational institution or a nonprofit organization that provides no fee or other payment above cost and is not a cost-sharing contract is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required, the contracting officer shall use the clause with its Alternate I. (APR 1984)
FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)(Applicable in contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract)
DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)
DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)
DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))

(H) CLAUSES IN FULL TEXT

FAR 52.227-7 Patents – Notice of Government License (APR 1984)

Patents – Notice of Government Licensee (Apr 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is ____ [*Contracting Officer fill in*], and the royalty rate is ____ [*Contracting Officer fill in*]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

Owner

Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of Provision)

**ENCLOSURE NUMBER 1
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT
(A SF 298 must accompany the final report)

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED / UNLIMITED	UNCLASSIFIED / LIMITED AND CLASSIFIED
Program Officer: ONR Code E-Mail:	N00014	1	1
Administrative Contracting Officer*	S0701A	1	1
Director, Naval Research Lab Attn: Code 5596 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	1	1
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: tr@dtic.mil	HJ4701	1	1

* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE: DTIC can no longer accept the following file types via email:** password protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED / UNLIMITED	UNCLASSIFIED/ LIMITED AND CLASSIFIED
Program Officer: ONR Code E-Mail: Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer*		1	1

*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

REPORT DOCUMENTATION PAGE

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.**

1. REPORT DATE (DD-MM-YYYY)		2. REPORT TYPE		3. DATES COVERED (From - To)	
4. TITLE AND SUBTITLE				5a. CONTRACT NUMBER	
				5b. GRANT NUMBER	
				5c. PROGRAM ELEMENT NUMBER	
6. AUTHOR(S)				5d. PROJECT NUMBER	
				5e. TASK NUMBER	
				5f. WORK UNIT NUMBER	
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) AND ADDRESS(ES)				8. PERFORMING ORGANIZATION REPORT NUMBER	
9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)				10. SPONSOR/MONITOR'S ACRONYM(S)	
				11. SPONSOR/MONITOR'S REPORT NUMBER(S)	
12. DISTRIBUTION / AVAILABILITY STATEMENT					
13. SUPPLEMENTARY NOTES					
14. ABSTRACT					
15. SUBJECT TERMS					
16. SECURITY CLASSIFICATION OF:			17. LIMITATION OF ABSTRACT	18. NUMBER OF PAGES	19a. NAME OF RESPONSIBLE PERSON
a. REPORT	b. ABSTRACT	c. THIS PAGE			19b. TELEPHONE NUMBER (include area code)