

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE 1 OF 43	
2. CONTRACT (Proc. Inst. Ident.) NO. FA238423CXXXX		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY FA2384 USAF AFMC AFRL PZL AFRL RAKH BLDG 45 CP 937 713 9906, 2130 8TH ST WRIGHT PATTERSON AFB, OH 45433-7541 UNITED STATES AMBER TAYLOR, Contracting Officer, Email: amber.taylor.9@us.af.mil Telephone: 713-9845 RYAN MAHONEY, Contract Specialist, Email: ryan.mahoney.9@us.af.mil Telephone: 555-1212		CODE FA2384		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				8. DELIVERY ☐ FOB ORIGIN ☒ OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net Days 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12			
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR See Section F - Deliveries or Performance		CODE		12. PAYMENT WILL BE MADE BY CODE			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 3304(a)()				14. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data			
15A. ITEM NO.	15B. SUPPLIES/SERVICES See Section B Supplies or Services & Prices or Costs		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT						USD 0.00	
16. TABLE OF CONTENTS							
(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. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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. ☐ 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		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

Model Contract for Airman Readiness Medical Research "ARMR" Broad Agency Announcement (BAA)

North American Industry Classification System (NAICS): 541715

Section B - Supplies or Services & Prices or Costs**Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	RESEARCH & DEVELOPMENT The Contractor shall conduct research in accordance with Section J Attachment 1, Statement of Work (SOW), entitled, "INSERT SOW TITLE." All data requirements shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423-1. See Section F for shipment address(es). Product Service Code: AC11 Defense Priorities Allocation System (DPAS) Priority Rating: DO-C9 Pricing Arrangement: Cost Sharing	1	Lot		
0002	HARDWARE Deliver hardware in accordance with Section J Attachment 1, SOW, entitled, "INSERT SOW TITLE." Hardware deliverables include, but are not limited to the following: a. INSERT hardware item #1: b. INSERT hardware item #2: NOTE: The requirements at DFARS 252.211-7003, Item Identification and Valuation, are applicable to this effort. The contractor shall provide DoD unique identification or a DoD recognized unique i.d. equivalent for all delivered hardware items for which the government's unit acquisition cost is \$5,000 or more. For Unique Identification (IUD) purposes, the hardware to be delivered has an estimated fully burdened cost of "INSERT DOLLAR AMOUNT." Product Service Code: AC11 Defense Priorities Allocation System (DPAS) Priority Rating: DO-C9 Pricing Arrangement: Cost Sharing	1	Lot		
0003	SOFTWARE The contractor shall deliver software in accordance with Section J Attachment 1, SOW, entitled, "INSERT SOW TITLE." The contractor shall deliver any and all software developed and /or acquired via the course of effort, in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423-2. a. Insert software item #1: b. Insert software item #2: Any commercial off the shelf (COTS) software licenses, to be delivered to the U.S. Government under the contract shall be consistent with federal law and submitted to the Contracting Officer for review for acceptability. Although some license	1	Lot		

terms do not necessarily violate federal law, they may raise security concerns or limit use to such an extent that the license does not meet the Government's needs. Product Service Code: AC11 Defense Priorities Allocation System (DPAS) Priority Rating: DO-C9 Pricing Arrangement: Cost Sharing				
---	--	--	--	--

Section C - Description/Specifications/Statement of Work

NO CLAUSES OR PROVISIONS IN THIS SECTION.

Requirements

See Section J Attachment 1 Statement of Work and applicable supplement(s).

Section D - Packaging and Marking

NO CLAUSES OR PROVISIONS IN THIS SECTION.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-7	Inspection of Research and Development-Fixed-Price.	Aug 1996
52.246-8	Inspection of Research and Development-Cost-Reimbursement.	May 2001

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr 2012

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: DoDAAC: CountryCode: ADDRESS
0002	Inspection and Acceptance Location Both Destination Instructions: DoDAAC: CountryCode: ADDRESS
0003	Inspection and Acceptance Location Both Destination Instructions: DoDAAC: CountryCode: ADDRESS

Section F - Deliveries or Performance

The scheduled delivery date for the approved final technical report is reflected herein. The technical effort shall be completed no later than TBD. The contractor shall deliver data in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423-1. Email addresses for data deliverables are delineated below:

TBD

GUARANTEED FINAL REPORT

If, pursuant to FAR 52.232-22 in Section I (Limitation of Funds), full funding isn't provided, the Contractor is required to deliver the final report. During the life of the contract, the Contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of the final report.

Delivery On Or Before

Delivery Date: TBD

Contractor

Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Mark for Party
0001	Delivery On Or Before Delivery Date:	1 Lot	Ship To DoDAAC: CountryCode: ADDRESS	Mark for Party DoDAAC: CountryCode: ADDRESS
0002	Delivery On Or Before Delivery Date:	1 Lot	Ship To DoDAAC: CountryCode: ADDRESS	Mark for Party DoDAAC: CountryCode: ADDRESS
0003	Delivery On Or Before Delivery Date:	1 Lot	Ship To DoDAAC: CountryCode: ADDRESS	Mark for Party DoDAAC: CountryCode: ADDRESS

FAR Clauses Incorporated by Reference

Number
52.242-15
52.242-15 Alternate I
52.242-17

Title
Stop-Work Order.
Stop-Work Order. (Alternate I)
Government Delay of Work.

Effective Date
Aug 1989
Apr 1984
Apr 1984

52.247-34	F.o.b. Destination.	Nov 1991
-----------	---------------------	----------

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.247-7023	Transportation of Supplies by Sea.	Jan 2023

Section G - Contract Administration Data

Payment Instructions for Multiple Accounting Classification Citations:

DFARS PGI 204.7108 (B) (2) PAYMENT INSTRUCTIONS

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table shown in at [PGI 204.71 --Uniform Contract Line Item Numbering System \(osd.mil\)](#) based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.204-7006	Billing Instructions-Cost Vouchers	May 2023
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. Jan 2023

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

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

Other DoDAAC(s)	_____
-----------------	-------

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

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

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

NO CLAUSES OR PROVISIONS IN THIS SECTION.

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020
52.203-7	Anti-Kickback Procedures.	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.210-1	Market Research.	Nov 2021
52.211-5	Material Requirements.	Aug 2000
52.215-2	Audit and Records-Negotiation.	Jun 2020
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-11 Deviation 2022-O0001	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	Oct 2021
52.215-12 Deviation 2022-O0001	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	Oct 2021
52.215-13 Deviation 2022-O0001	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	Oct 2021
52.215-14 Alternate I	Integrity of Unit Prices. (Alternate I)	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005
52.215-19	Notification of Ownership Changes.	Oct 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	Nov 2021
52.215-23	Limitations on Pass-Through Charges.	Jun 2020
52.216-8	Fixed Fee.	Jun 2011
52.216-11	Cost Contract-No Fee.	Apr 1984
52.216-12	Cost-Sharing Contract-No Fee.	Apr 1984
52.216-15	Predetermined Indirect Cost Rates.	Apr 1998
52.219-8 Deviation 2023-O0002	Utilization of Small Business Concerns (DEVIATION 2023-O0002)	Dec 2022
52.219-9	Small Business Subcontracting Plan.	Oct 2022
52.219-16	Liquidated Damages-Subcontracting Plan.	Sep 2021
52.222-3	Convict Labor.	Jun 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies.	Dec 2022
52.222-21	Prohibition of Segregated Facilities.	Apr 2015
52.222-26	Equal Opportunity.	Sep 2016
52.222-35	Equal Opportunity for Veterans.	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-37	Employment Reports on Veterans.	Jun 2020
52.222-50	Combating Trafficking in Persons.	Nov 2021
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.	May 2014
	Exemption from Application of the Service Contract Labor Standards to Contracts	

52.222-53	for Certain Services-Requirements.	May 2014
52.222-54	Employment Eligibility Verification.	May 2022
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.223-6	Drug-Free Workplace.	May 2001
52.223-10	Waste Reduction Program.	May 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.223-19	Compliance with Environmental Management Systems.	May 2011
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.227-1 Alternate I	Authorization and Consent. (Alternate I)	Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020
52.227-10	Filing of Patent Applications-Classified Subject Matter.	Dec 2007
52.228-7	Insurance-Liability to Third Persons.	Mar 1996
52.230-2	Cost Accounting Standards.	Jun 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	Jun 2020
52.230-6	Administration of Cost Accounting Standards.	Jun 2010
52.232-17	Interest.	May 2014
52.232-18	Availability of Funds.	Apr 1984
52.232-20	Limitation of Cost.	Apr 1984
52.232-22	Limitation of Funds.	Apr 1984
52.232-23	Assignment of Claims.	May 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.233-1	Disputes.	May 2014
52.233-3	Protest after Award.	Aug 1996
52.233-3 Alternate I	Protest after Award. (Alternate I)	Jun 1985
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984
52.242-3	Penalties for Unallowable Costs.	Dec 2022
52.242-4	Certification of Final Indirect Costs.	Jan 1997
52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.242-13	Bankruptcy.	Jul 1995
52.243-1	Changes-Fixed-Price.	Aug 1987
52.243-2	Changes-Cost-Reimbursement.	Aug 1987
52.244-5	Competition in Subcontracting.	Dec 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jun 2023
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.246-23	Limitation of Liability.	Feb 1997
52.246-25	Limitation of Liability-Services.	Feb 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	Aug 2016
52.249-6	Termination (Cost-Reimbursement).	May 2004
52.249-14	Excusable Delays.	Apr 1984
52.253-1	Computer Generated Forms.	Jan 1991

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022
252.203-7003	Agency Office of the Inspector General.	Aug 2019
252.203-7004	Display of Hotline Posters.	Jan 2023
252.204-7000	Disclosure of Information.	Oct 2016
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Jan 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Jan 2023
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Jun 2023
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.211-7003	Item Unique Identification and Valuation	Jan 2023
252.211-7007	Reporting of Government-Furnished Property.	Mar 2022
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010
252.215-7002	Cost Estimating System Requirements.	Dec 2012
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019

252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023
252.223-7004	Drug-Free Work Force.	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Oct 2020
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	Jan 2023
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	Jan 2023
252.225-7017	Photovoltaic Devices.	Dec 2022
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	Dec 2006
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	Mar 2023
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial	Mar 2023
252.227-7016	Rights in Bid or Proposal Information.	Jan 2023
252.227-7019	Validation of Asserted Restrictions--Computer Software.	Jan 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	Jan 2023
252.227-7030	Technical Data--Withholding of Payment.	Mar 2000
252.227-7037	Validation of Restrictive Markings on Technical Data.	Jan 2023
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	Jun 2012
252.227-7039	Patents--Reporting of Subject Inventions.	Apr 1990
252.232-7010	Levies on Contract Payments.	Dec 2006
252.235-7004	Protection of Human Subjects.	Jul 2009
252.235-7011	Final Scientific or Technical Report.	Dec 2019
252.239-7018	Supply Chain Risk.	Dec 2022
252.242-7004	Material Management and Accounting System.	May 2011
252.242-7005	Contractor Business Systems.	Feb 2012
252.242-7006	Accounting System Administration.	Feb 2012
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan 2023
252.244-7001	Contractor Purchasing System Administration.	May 2014
252.245-7002	Reporting Loss of Government Property	Jan 2021
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.246-7003	Notification of Potential Safety Issues.	Jan 2023

FAR Clauses Incorporated by Full Text

52.204-2 Security Requirements. Mar 2021

As prescribed in 4.404(a), insert the following clause:

SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement DD Form441), including the *National Industrial Security Program Operating Manual* (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.216-7 Allowable Cost and Payment. Aug 2018

As prescribed in 16.307(a), insert the following clause:

ALLOWABLE COST AND PAYMENT (AUG 2018)

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

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

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

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

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has

been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.219-14 Deviation 2021-O0008 Limitations on Subcontracting (DEVIATION 2021-O0008) Feb 2023

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)

Use the following clause in lieu of the Federal Acquisition Regulation (FAR) clause 52.219-14, as prescribed at FAR 19.507(e):

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation. Mar 2023

As prescribed in 19.309(c)(1), insert the following clause:

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all

appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____ NAICS Code assigned to ____ contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____]

(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. ____ [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

52.222-2 Payment for Overtime Premiums. Jul 1990

As prescribed in 22.103-5(b), insert the following clause:

PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ____ or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. Dec 2010

As prescribed in 22.1605 , insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data. Feb 2021

As prescribed in 23.303 , insert the following clause:

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert <i>None</i>)	Identification No.
---	--------------------

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 Notice of Radioactive Materials. Jan 1997

As prescribed in 23.602 , insert the following clause:

NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____*days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No.9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.227-11 Patent Rights-Ownership by the Contractor. May 2014

As prescribed in 27.303(b)(1), insert the following clause:

PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)

Made means-

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.* (1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.* (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations.* (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition,

after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) *Government's rights-* (1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.* (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual

cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35U.S.C.202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* _____[Complete according to agency instructions.]

(k) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.232-2 Payments under Fixed-Price Research and Development Contracts. Apr 1984

As prescribed in 32.111(a)(2), insert the following clause, as appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price research and development contract is contemplated:

PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for work delivered or rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

52.232-9 Limitation on Withholding of Payments. Apr 1984

As prescribed in 32.111(b)(2), insert a clause substantially as follows, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a supply contract, service contract, time-and-materials contract, labor-hour contract, or

research and development contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed:

LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; *provided*, that this limitation shall not apply to-

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-25 Prompt Payment. Jan 2017

As prescribed in 32.908(c), insert the following clause:

PROMPT PAYMENT (JAN 2017)

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

(a) Invoice payments- (1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

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

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

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

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

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

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural

commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).
- (4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7 thday (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.
- (7) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-
- (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

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

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

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

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

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

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

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

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

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.243-6 Change Order Accounting. Apr 1984

As prescribed in 43.205(f), the contracting officer may insert a clause, substantially the same as follows:

CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

52.243-7 Notification of Changes. Jan 2017

As prescribed in 43.107, insert the following clause:

NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 Subcontracts. Jun 2020

As prescribed in 44.204(a)(1), insert the following clause:

SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(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:

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

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

(End of clause)

52.247-1 Commercial Bill of Lading Notations. Feb 2006

As prescribed in 47.104-4 , insert the following clause:

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ [Name and address of the contract administration office listed in the contract].

(End of clause)

52.247-67 Submission of Transportation Documents for Audit. Feb 2006

As prescribed in 47.103-2 , insert the following clause:

SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to-

[To be filled in by Contracting Officer]

(End of clause)

52.252-4 Alterations in Contract. Apr 1984

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 Authorized Deviations in Clauses. Nov 2020

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____ [insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.235-7002 Animal Welfare. Dec 2014

As prescribed in 235.072(a), use the following clause:

ANIMAL WELFARE (DEC 2014)

(a)(1) The Contractor shall register its research, development, test, and evaluation or training facility with the Secretary of Agriculture in accordance with 7 U.S.C. 2136 and 9 CFR subpart C, and section 2.30, unless otherwise exempt from this requirement by meeting the conditions in 7 U.S.C. 2136 and 9 CFR parts 1 through 4 for the duration of the activity. The Contractor shall have its proposed animal use approved in accordance with Department of Defense Instruction (DoDI) 3216.01, Use of Animals in DoD Programs, by a DoD Component Headquarters Oversight Office. The Contractor shall furnish evidence of such registration and approval to the Contracting Officer before beginning work under this contract.

(2) The Contractor shall make its animals, and all premises, facilities, vehicles, equipment, and records that support animal care available during business hours and at other times mutually agreeable to the Contractor and the United States Department of Agriculture Office of Animal and Plant Health Inspection Service (USDA/APHIS) representative, personnel representing the DoD component oversight offices, as well as the Contracting Officer, to ascertain that the Contractor is compliant with 7 U.S.C. 2131-2159 and 9 CFR parts 1 through 4.

(b) The Contractor shall acquire animals in accordance with DoDI 3216.01, current at time of award (<http://www.dtic.mil/whs/directives/correspdf/321601p.pdf>).

(c) The Contractor agrees that the care and use of animals will conform with the pertinent laws of the United States, regulations of the Department of Agriculture, and policies and procedures of the Department of Defense (see 7 U.S.C. 2131 et seq., and 9 CFR subchapter A, parts 1 through 4, DoDI 3216.01, Army Regulation 40-33/ SECNAVINST 3900.38C/AFMAN 40-401(I)/DARPAINST 18/USUHSINST 3203). The Contractor shall also comply with DoDI 1322.24, Medical Readiness Training, if this contract includes acquisition of training.

(d) The Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract for failure to comply with the requirements of paragraphs (a) through (c) of this clause.

(1) The suspension will stay in effect until the Contractor complies with the requirements.

(2) Failure to complete corrective action within the time specified by the Contracting Officer may result in termination of this contract and, if applicable, removal of the Contractor's name from the approved vendor list for live animals used in medical training.

(e) The Contractor may request registration of its facility by contacting USDA/APHIS/AC, 4700 River Road, Unit 84, Riverdale, MD 20737-1234, or via the APHIS Animal Care website at: <http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/animalwelfare>.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts involving research, development, test, and evaluation or training that use live vertebrate animals.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. May 1995

As prescribed in 235.072(c), use the following clause:

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the (name of contracting agency(ies)) under Contract No. (Contracting agency(ies) contract number(s)) .

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the (name of contracting agency(ies)) .

(End of clause)

252.245-7004 Deviation 2022-O0006 Reporting, Reutilization, and Disposal. (Deviation 2022-O0006) Nov 2021

252.245-7004 Reporting, Reutilization, and Disposal.

As prescribed in 245.107(5), use the following clause:

REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006)(NOV 2021)

(a) Definitions. As used in this clause—

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://sam.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete the Plant Clearance Inventory Schedule using the Plant Clearance capability of the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE), an electronic equivalent of the SF form 1428, Inventory Disposal Schedule. Users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(1) The Plant Clearance Inventory Schedule requires the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2.5 of Volume 2 of DLM 4000.25-2, Supply Standards and Procedures, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <https://www.dla.mil/Portals/104/Documents/DLMS/manuals/dlm/v2/Volume2Change13Files.pdf>.

(2) If the schedules are acceptable, the plant clearance officer shall confirm acceptance in the GFP Module Plant Clearance capability, which will transmit an acceptance email to the contractor. The electronic acceptance is equivalent to the DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures. (i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory. (1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

"The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 AFRL-PK Ombudsman Jul 2023

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Ombudsman: AFRL/PK Director

Alternate Ombudsman: AFRL/PK Deputy Director

1864 4th Street

WPAFB OH 45433

Phone: (937) 904-9700

FAX: (937) 656-7321

Email: Afrl.pk.workflow@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman 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) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements Jul 2023

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

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

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

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) Jul 2023

(a) Contractors shall not:

- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
- (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

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

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

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

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

(End of clause)

5352.223-9001 Health and Safety on Government Installations Jul 2023

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

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

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

(End of clause)

5352.242-9000 Contractor Access to Air Force Installations Jul 2023

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel shall identify themselves as Contractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) The Security Procedures Supplement, found at **Attachment TBD**, contains the procedures and processes that shall be followed for Contractor Access to Air Force Installations.

Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

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

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

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with <> citing the appropriate paragraphs as applicable.

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

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

(End of clause)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel Jul 2023

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

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

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Contract Data Requirements List (CDRLS) DD Form 1423-1 Placeholder	Exhibit A - Contract Data Requirements List (CDRLS), DD Form 1423-1 (Placeholder)		
02	Basic Format Requirements (ANSI-BASED FORMAT GUIDELINES)	Exhibit B - Basic Format Requirements (ANSI-BASED FORMAT GUIDELINES)		
03	Exhibit C - SF298 and Instructions	Exhibit C - SF298 and Instructions		
04	Non Proprietary Statement of Work (SOW) Title Placeholder	Attachment 1 - Non Proprietary Statement of Work (SOW) "Title" (Placeholder)		
05	Subcontracting Plan Placeholder	Attachment 2 - Subcontracting Plan (Placeholder)		
06	SOW Supplemental Requirements Placeholder	Attachment 3 - SOW Supplemental Requirements (Placeholder)		
07	Security Procedures Supplement Placeholder	Attachment 4 - Security Procedures Supplement		

THIS IS A PLACEHOLDER FOR THE:

CONTRACT DATA REQUIREMENTS LIST (CDRLS) DD FORM 1423-1



**AIR FORCE RESEARCH LABORATORY (AFRL) AMERICAN
NATIONAL STANDARDS INSTITUTE (ANSI)/ NATIONAL
INFORMATION STANDARDS ORGANIZATION (NISO)-BASED GUIDE
TO FORMATTING TECHNICAL REPORTS**

February 2018

**HEADQUARTERS AFRL
DIRECTOR OF STAFF
INTEGRATION AND OPERATIONS DIVISION
INFORMATION MANAGEMENT
WRIGHT-PATTERSON AFB, OH 45433**

TABLE OF CONTENTS

Section	Page
List of Figures	ii
List of Tables	ii
List of Equations	ii
1.0 COMPONENTS OF A TECHNICAL REPORT	1
2.0 FRONT MATTER	2
2.1 Cover Page	2
2.2 Pages Following Coversheet	4
2.2.1. SF 298	4
2.4 Table of Contents	6
2.5 List of Figures	6
2.6 List of Tables	7
3.0 BODY	8
3.1 Required Headings	8
3.2 References	8
3.2.1. Papers / Journal Articles / Conference Presentations or Proceedings	8
3.2.2. URLs	8
3.2.3. Technical Reports	8
3.2.4. Books	9
4.0 BACK MATTER	10
4.1 Appendices	10
4.2 Symbols, Abbreviations and Acronyms	10
5.0 FORMAT REQUIREMENTS.	11
5.1 Type (Font) and Headings (Section Titles)	11
5.2 Spacing	11
5.3 Margins	11
5.4 Numbering	11
6.0 PRESENTATION STYLES	12
6.1 Style for Equations, Figures, and Tables	12
6.1.1. Style for Equations	12
6.1.2. Style for Figure Captions	12
6.1.3. Style for Table Captions	12
7.0 REFERENCES	13
LIST OF ACRONYMS & GLOSSARY	14
APPENDIX A – Notice and Signature Pages	15
APPENDIX B – Notice to Accompany the Dissemination of Export Controlled Technical Data	20

LIST OF FIGURES

	Page
Figure 1. Sample of a Cover Sheet.....	3
Figure 2. Sample SF 298	5
Figure 3. Table of Contents Example (border not required)	6
Figure 4. List of Figures Example (border provided for figure simulation only).....	7
Figure 5. List of Tables Example (border provided for figure simulation only).....	7
Figure 6. Example of Lists of Symbols, Abbreviations and Acronyms	10
Figure 7. Heading Formats	11
Figure 8. Figure Caption is on Same Line as Figure Number	12

LIST OF TABLES

	Page
Table 1. Components of a Technical Report.....	1
Table 2. Cover Page Elements	2
Table 3. Explanation of SF 298 Components	4
Table 4. Table Caption is on Same Line as Table Number	12

LIST OF EQUATIONS

	Page
Equation 1. Sample Equations.....	12

1.0 COMPONENTS OF A TECHNICAL REPORT

The United States Air Force uses ANSI/NISO Z39.18 as a formatting guide for technical reports. This guidance highlights fundamental formatting recommendations addressed in the ANSI/NISO standard, as shown in Table 1. Full component descriptions are available in the ANSI/NISO Z39.18 which can be found at the link below:

http://groups.niso.org/apps/group_public/download.php/12038/Z39_18_2005_R2010

Table 1. Components of a Technical Report

COMPONENT	RESPONSIBLE PARTY	INCLUSION STATUS
FRONT MATTER (page numbering sequentially with Roman numerals beginning with Table of Contents)		
Cover or Title	Government Work Unit Manager (WUM)	Required
Notice and Signature Page	Government WUM	Required
Notice to Accompany the Dissemination of Export-Controlled Technical Data (See Appendix B)	Defense Technical information Center (DTIC) will add this to technical report.	
Standard Form (SF) 298, <i>Report Documentation Page</i>	Report Author	Required
Table of Contents	Report Author	Required
List(s) of Figures and Tables	Report Author	Conditional (<i>include when there are more than five figures and/or tables</i>)
Foreword	Report Author	Optional
Preface	Report Author	Optional
Acknowledgements	Report Author	Optional
BODY (page numbering sequentially beginning with the Arabic numeral 1)		
Summary	Report Author	Required
Introduction	Report Author	Required
Methods, Assumptions, and Procedures	Report Author	Required
Results and Discussion	Report Author	Required
Conclusions	Report Author	Required
Recommendations	Report Author	Conditional (<i>include when purpose of report is to suggest a course of action</i>)
References	Report Author	Conditional (use if references are provided)
BACK MATTER (page numbering continues sequentially from body of report)		
Appendices	Report Author	Conditional (<i>Include when needed to supplement Results and Discussion</i>)
Bibliography	Report Author	Conditional
List of Symbols, Abbreviations, and Acronyms	Report Author	Conditional (<i>include if used in any other component of the report</i>)
Glossary of Terminology	Report Author	Conditional (<i>Include if report incorporates terms unfamiliar to the intended audience</i>)
Index	Report Author	Optional
Distribution List	Report Author/Government WUM	Conditional (<i>Some technology directorates control access</i>)
Back Cover	Report Author	Required for classified reports only

2.0 FRONT MATTER

2.1 Cover Page (see Table 2 and Figure 1)

- AFRL Shield, upper left-hand corner
- Technical Report Document Number
- Main Title
- Subtitle (if applicable)
- Author Name(s) (First Name/Last Name)
- Wing/Technical Directorate or Prime Contractor Company Name (address can be added. Just be consistent).
- Subcontractor Company Name (if applicable) (address can be added, just be consistent).
- Report Date (Month followed by four-digit year)
- Type of Report (interim or final)
- Distribution Statement and reasons for the statement's assignment (see Department of Defense Instruction (DoDI) 5230.24).
- Warning Statement for Export Control (if applicable)
- Destruction Notice
- Pointer Text to other limits
- Notice of Copyright (if applicable)
- Sponsoring Directorate

Table 2. Cover Page Elements

Component	Explanation
AFRL Shield	Located in upper left-hand corner.
Technical Report Number	Assigned by the directorate Science & Technical Information (STINFO) Office upon receipt.
Main Title	Accurate and specific to describe the contents of the report.
Subtitle	If applicable; Used for a delivery or task order (DO-TO) or volume title in a series.
Author Name(s)	Full names to include middle initial(s).
Company Name	Primary performing company name.
Report Date	Month and four-digit year.
Special Report Type	i.e., Small Business Innovative Research (SBIR), Small Business Technology Transfer (STTR) Broad Agency Announcement (BAA), etc.
Distribution Statement	Per the contract.
Data Rights Notice	Whenever Proprietary Information appears as a reason in a distribution statement, a description of the type of data rights in the report is provided parenthetically after the reason- Limited Rights Data, SBIR Data Rights, Government Purpose Rights Data Restricted Rights, etc.
Warning	Standard export control warning (if applicable)
Destruction Notice	Standard destruction notice, one for unclassified data and a different one for classified data.
Copy Right Notice	Asserted copyrights, if any.
Classification Caveats	For classified documents, derived from and declassification information.
Sponsoring Directorate	Address supplied by your local STINFO Office.



AFRL-RH-WP-TR-2017-XXXX

Be consistent with the font size (i.e., Main Title-16 pt/Bold, all caps; Subtitle- 14 pt/bold)

MAIN TITLE

Subtitle *(if applicable)*

Author(s) First name/Last name

Contractor Company Name *(if applicable)*

Author(s) First name/Last name

Subcontractor Company Name *(if applicable)*

Month/Year

Final Report

THIS IS A SMALL BUSINESS INNOVATION RESEARCH (SBIR) PHASE I REPORT

DISTRIBUTION STATEMENT B: Distribution authorized to U.S. Government agencies only; Proprietary Information (SBIR Data Rights), Critical Technology and Export Controlled; Month 2XXX. Other requests for this document shall be referred to 711 HPW/RHC, Wright-Patterson AFB, OH 45433.

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50 U.S.C., App. 2401, et seq. Violations of these export laws are subject to severed criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25. (Include this statement with any reproduced portions).

DESTRUCTION NOTICE – Destroy by any method that will prevent disclosure of contents or reconstruction of the document.

See additional restrictions described on inside pages.

**AIR FORCE RESEARCH LABORATORY
711TH HUMAN PERFORMANCE WING
AIRMAN SYSTEMS DIRECTORATE
WRIGHT-PATTERSON AIR FORCE BASE, OH 45433
AIR FORCE MATERIEL COMMAND
UNITED STATES AIR FORCE**

Figure 1. Sample of a Cover Sheet

2.2 Pages Following Coversheet

- The appropriate Notice Page or Pages (see Appendix A).
- Standard Form (SF) 298, *Report Document Page* (see Figure 2).
- Typically, three sections follow the SF 298 in this succession: Table of Contents, List of Figures, and List of Tables.

2.2.1. SF 298

The accuracy and completeness of the SF 298 are critical to the report so that the document will be more easily retrieved from Defense Technical Information (DTIC) or other databases. The Contractor/Author shall complete Blocks 1 – 5b, 6 – 8, 12 – 15 of SF 298 and submit per Contract Data Requirements List (CDRL) requirements. See Table 3 and Figure 2. Here is the link for SF 298: https://app_gsagov_prod_rdcgwaajp7wr.s3.amazonaws.com/SF%20298.pdf

Table 3. Explanation of SF 298 Components

Block No./Component	Explanation
1 Report Date	Month/year of the report, typically the month of or following the ending period of the performance month. Ensure this date matches the date on the cover.
2 Report Type	Final or Interim
3 Dates Covered (From-To)	The period during which the technical effort was performed.
4 Title/Subtitle	Should match the cover title/subtitle. Use a distinctive title and subtitle that distinguished the report from others that cover the same general topic, as when more than one report is produced that has the same overall title.
5a – 5b Contract and funding information	Information should be in the contract. If not, the AFRL Program Manager (PM) or STINFO Officer/Liaison will provide.
5c – 5f Contract information	AFRL WUM or STINFO Officer/Liaison will provide.
6. Authors	The author or authors' first and last names (initials are acceptable)
7. Performing Organization Name(s) and Address(es)	The organization(s) or company(ies) that performed the work. Most commonly, the name and address of only the prime contractor appears here.
8. Performing Organization Report Number	The number assigned to the document by the contractor or if in-house-authored, the number assigned to the document (see Block 11 description)
9. Sponsoring/Monitoring Agency (Name(s) and Address(es))	The organization providing technical oversight for the contract. Occasionally, an effort is co-sponsored, such as when an effort is co-funded by multiple government agencies, such as a division within the Defense Advanced Research Projects Agency (DARPA)
10. Sponsoring/Monitoring Agency Acronym(s)	Branch-level AFRL symbol or other controlling Department of Defense (DoD) office (CDO) descriptive acronym.
11. Sponsoring/Monitoring Agency Report Number(s)	The complete AFRL document number assigned by the directorate STINFO. Ex: AFRL-RD-PS-TR-2017-0010-TR
12. Distribution/Availability Statement	See Appendix A.
13. Supplementary Notes	Export control notice; SBIR information; references to previous editions or related volumes; copyright notice; special grant numbers; references to related documents, etc.
14. Abstract	The overall purpose of the research and/or its applications, including major results and conclusions
15. Subject Terms	Terms and key words that make the report accessible, making it appear in search retrieval lists.
16. Security Classification	The classification of the whole document.
17. Limitation of Abstract	Same as report (SAR) (Enter SAR)
18. Number of Pages	Total number of pages including front matter.
19a. Name of Responsible Person	Controlling DoD PM.
19b. Telephone Number	Controlling DoD PM. (Leave blank for Distribution A documents)

SAMPLE REPORT DOCUMENTATION PAGE				<i>Form Approved OMB No. 0704-0188</i>	
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) 11/10/2016		2. REPORT TYPE FINAL		3. DATES COVERED (From - To) 03 March 2015 – 11 December 2017	
4. TITLE AND SUBTITLE Comparative Assessment of Torso and Seat Mounted Restraint Systems (Ensure this title matches the cover sheet title)				5a. CONTRACT NUMBER FA8650-15-D-1111	
				5b. GRANT NUMBER	
				5c. PROGRAM ELEMENT NUMBER 65502F	
6. AUTHOR(S) First Name(s)/Last Name(s)				5d. PROJECT NUMBER 3005	
				5e. TASK NUMBER 0001	
				5f. WORK UNIT NUMBER H07L	
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) ABC Research 123 Any Street City, State Zip				8. PERFORMING ORGANIZATION REPORT NUMBER	
9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES) Air Force Research Laboratory Airman Systems Directorate Wright-Patterson Air Force Base 45433				10. SPONSOR/MONITOR'S ACRONYM(S) AFRL/RHC	
				11. SPONSOR/MONITOR'S REPORT NUMBER(S) AFRL-RH-WP-TR-2017-0011	
12. DISTRIBUTION / AVAILABILITY STATEMENT DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only; Proprietary Information (SBIR Data Rights), Critical Technology and Export Controlled; December 2017. Other requests for this document shall be referred to AFRL/RH, Wright-Patterson Air Force Base, OH 45433.					
13. SUPPLEMENTARY NOTES Export control restrictions apply. This is a Small Business Innovation Research (SBIR) Phase I report. EXPORT CONTROLLED. Include Copy Right material in this block, if applicable.					
14. ABSTRACT This report was developed under a SBIR contract for topic ABC.					
15. SUBJECT TERMS SBIR					
16. SECURITY CLASSIFICATION OF:			17. LIMITATION OF ABSTRACT SAR	18. NUMBER OF PAGES 77	19a. NAME OF RESPONSIBLE PERSON AFRLWUM
a. REPORT Unclassified	b. ABSTRACT Unclassified	c. THIS PAGE Unclassified			19b. TELEPHONE NUMBER (include area code)

Standard Form 298 (Rev. 8-98)
Prescribed by ANSI Std. Z39.18

Figure 2. Sample SF 298

2.4 Table of Contents

Start pagination of Table of Contents with lower-case Roman numeral “i” as shown in Figure 3. Start listing contents that are in the Front Matter (e.g., List of Figures, List of Tables, Foreword, Preface, the Body of text, then Back Matter). Appendix labels should be in alphabetical order, and page numbers should continue from the previous section. If there is only one Appendix, just call it an Appendix. If a report contains more than five figures or tables, or some combination totaling more than five, a list of figures and/or tables is required. If less than five, it is optional.

TABLE OF CONTENTS	
Section	Page
List of Figures	iv
List of Tables	v
1.0 SUMMARY	1
2.0 INTRODUCTION	3
3.0 METHODS, ASSUMPTIONS, AND PROCEDURES	4
3.1 High Symmetry Hypervalent Structures (OF_6).....	7
3.2 Azide-like Structures	9
3.2.1 $\text{N}(\text{N}_3)_3$, $\text{HN}(\text{N}_3)_2$, $\text{N}(\text{N}_3)_2^-$ and $\text{N}(\text{N}_3)_4^+$	12
4.0 RESULTS AND DISCUSSION.....	15
5.0 CONCLUSIONS	35
6.0 REFERENCES	37
APPENDIX A - Publications and Presentations	40
APPENDIX B - Abstracts	51
LIST OF SYMBOLS, ABBREVIATIONS, AND ACRONYMS	59
i	

Figure 3. Table of Contents Example (border not required)

2.5 List of Figures

Continue pagination with lower-case Roman numerals as shown in Figure 4. List all figures found in text, excluding those that appear in any appendix (list appendix figures at the front of each appendix, if applicable).

LIST OF FIGURES	
	Page
Figure 1	Overall View of Propulsion Vehicle.....19
Figure 2	Motor Configuration.....25
Figure 3	Apparatus Used to Make Nozzle Tubes.....26

Figure 4. List of Figures Example (border provided for figure simulation only)

2.6 List of Tables

Continue pagination with lower-case Roman numerals as shown in Figure 5. List all Tables found in text, excluding those that appear in any appendix (list appendix tables at the front of each appendix, if applicable.)

LIST OF TABLES	
	Page
Table 1	Some of the Upper-Stage Propulsion Options.....19
Table 2	Results of Test Firing #1.....25
Table 3	Results of Test Firing #2.....26

Figure 5. List of Tables Example (border provided for figure simulation only)

3.0 BODY

3.1 Required Headings

Start the body of the text with the **Summary or Executive Summary (1.0)** and begin pagination with Page 1 (Arabic numerals) (see Figure 3).

3.2 References

References should be listed numerically, in the order they appear in the text. The Reference page should be at the end of the report (*not at the end of each section*). For works that are generally referred to throughout the report, without citing specific references from the work, create a Bibliography (in alphabetical order). Personal communications, unpublished speeches, or any other information not available for reference by the reader should not be included in the References – *footnote your citation instead*. References must be available to readers of the report. The examples below are a suggested format.

3.2.1. Papers / Journal Articles / Conference Presentations or Proceedings

Author's last name, then first name, Titles of papers are in quotation marks; Journal names or Conference names are in italics; Volume is bolded; Date follows comma (not within parenthesis); Page numbers (pp.) are last.

Examples:

Chidambaram, N., Dash, S., and Kenzakowski, D., "Scalar Variance Transport in the Turbulence Modeling of Propulsive Jets," *Journal of Propulsion and Power*, **17**, 1, Jan 2001, pp. 79-84.

Author(s), "Title of Article," Paper No. (if AIAA or CPIA paper, etc.), *Name of Conference*, Location, Date.

Chai, A.H., Cao, Z.T., Chen, H. P., "Monte Carlo Method Study of Terahertz Pulse, Propagation in Biological Tissue," *Proceedings of the 2005 IEEE, EMBS 27th Annual Conference*, Shanghai, China (2005).

3.2.2. URLs

The URL or other path information appears instead of the volume and number cited for a conventional journal. It is frequently useful to the reader to know the date when the material was accessed. In such cases, "Accessed [date]" would be appropriate wording.

Virillio, Paul, "Speed and Information: Cyberspace Alarm!" CTHEORY, URL: <http://www.freedonia.com/ctheory/>, last modified 19 September 1995. Accessed 17 November 1999

3.2.3. Technical Reports

Enter Author's last name, then first; Titles of reports are in italics; Next is report number; DTIC Accession Number, Distribution Code and/or PA Clearance/Date, Name and address of performing agency/organization; Date is last.

Example:

Author(s), Title, AFRL-PR-ED-TR-20XX-XXXX, Company, Inc., City, State, Jan 2006

In-House Author Example

Gaitonde, Datta, Advances in High-Fidelity Multiphysics Simulation, AFRL-RB-WP-TR-2008-3019; ADB123456, Distribution B, Wright-Patterson AFB: AFRL Air Vehicles Directorate, 2008

Gaitonde, Datta, Advances in High-Fidelity Multiphysics Simulation, AFRL-RB-330 WP-TR-2008-3019, XXABW Cleared XX/XX/XXXX; XXABW-XXXX-331 XXXX, Wright-Patterson AFB: AFRL Air Vehicles Directorate, 2008

3.2.4. Books

Enter Author's last name, then first name; Title of book can be **Bolded** or Underlined; Publisher's name and location (city and state); Date of publication; Page numbers last.

Example:

Author(s), **Book Title**, Harper & Rowe, New York, NY, 1993, pp. 36-38, 77, 98-101

Wylie, C.R., **Advanced Engineering Mathematics**, 7th ed, McGraw-Hill, New York, NY, 2005, pp 15-18

4.0 BACK MATTER

Pagination continues from the body. Include conditional and optional Back Matter in the order listed in the components table on page 1: Appendices, Bibliography, List of Symbols, Abbreviations, and Acronyms, Glossary, Index, Distribution List, and Back Cover.

4.1 Appendices

If there is only one appendix, the title Appendix would be without an alphabet letter (i.e., Appendix A, Appendix B). All tables and figures in that appendix are prefixed with A-, the “A” representing the word, Appendix. Each appendix should be referred to in the body text. Any references cited in an appendix must be listed as the last page of the appendix. Appendix page numbering is a sequential continuation of the Arabic text page numbering. Number figures, tables, equations, and references in an appendix with the letter of the appendix, followed by a hyphen and a sequential number, starting at 1, e.g., Figure A-1, A-2, B-1, B-2 for appendix figures, Table A-1, A-2, B-1, B-2 for appendix tables and A-1, B-1 for reference citations.

4.2 Symbols, Abbreviations and Acronyms

When first introduced in the report (title or text), completely write out abbreviations and acronyms, followed by the abbreviation or acronym in parentheses, e.i., Small Business Innovation Research (SBIR). Thereafter, use only the acronym/ abbreviation in the body text; i.e., SBIR only if they are proper names (e.g., Department of Defense). See Figure 6. Create an acronym list that lists and defines all acronyms and symbols that appear in your report. List all terms alphabetically, beginning with those starting with capital letters, followed by lower case (e.g., H₂, HEDM, hcp). Follow alphabetical entries with Greek or special symbols. Capitalize definitions only if they are proper names (e.g. Department of Defense).

LIST OF SYMBOLS, ABBREVIATIONS AND ACRONYMS	
CAT	Computerized Axial Tomography
COMSAT	Communication Satellites
DMP-128	a Polaroid™ photopolymer
DoD	Department of Defense
Dcg	dichromated gelatin
H ²	hydrogen
HEDM	High Energy Density Matter
∇	Angle of Attack

Figure 6. Example of Lists of Symbols, Abbreviations and Acronyms

5.0 FORMAT REQUIREMENTS.

5.1 Type (Font) and Headings (Section Titles)

The recommended font is 12-point Times New Roman or Arial throughout the report. Figure 7 shows an example (format and spacing) of headings:

-
- 1.0 HEADING 1 IS ALL UPPER CASE AND BOLDED**
 - 1.1 Heading 2 is Bolded, Same Font Size as Text, Upper and Lower Case, Flush with Left Margin**
 - 1.1.1. Heading 3 is Boldface, Upper and Lower Case Letters, *followed by a Period.* Then continue the copy.**

Figure 7. Heading Formats

5.2 Spacing

Final reports should be single spaced. It isn't necessary to double-space between paragraphs if the first line of each paragraph is indented.

5.3 Margins

Leave 1-inch left, right, and top margins. Leave enough room at the bottom of each page to include page numbers and notices (applicable restrictive statements (i.e., Public Affairs (PA) Clearance, additional control markings, distribution statement, export control warning, etc., as applicable).

5.4 Numbering

Page numbers are centered at the bottom of the page, above the footer. Figure numbers and their captions are on the same line below figures, while table numbers and their captions are on the same line above the tables. (See Figure 4 and Figure 5).

6.0 PRESENTATION STYLES

6.1 Style for Equations, Figures, and Tables

All equations, figures and tables shall be crisp and easy to read as shown in Equation 1. Figure and Table Captions should be in at least an 8-point type (handwriting on figures and tables is not). List of figures and tables are numbered, worded, spelled and punctuated exactly as they are in the report.

6.1.1. Style for Equations

$$(1 + x)^n = 1 + \frac{nx}{1!} + \frac{n(n-1)x^2}{2!} + \dots \quad (1)$$

$$x = \frac{-b \pm \sqrt{b^2 - 4ac}}{2a} \quad (2)$$

Equation 1. Sample Equations

6.1.2. Style for Figure Captions

Figure captions should be in title case letters using a consistent font, as shown in Figure 8 below. The Figure Caption describes the content without giving background information, results, or comments about the figure. Reference to figures and tables must appear in the text before the actual figure or table appears in the report. Where possible, integrate figures and tables into text and place figure/table as soon after the first mention of it as possible, before beginning a new subject. There should be two blank lines between Figures or Tables and text.

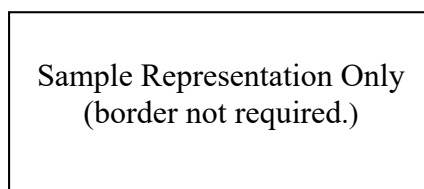


Figure 8. Figure Caption is on Same Line as Figure Number

6.1.3. Style for Table Captions

Authors should use the style listed in section 4.1.2. As shown in Table 4, the caption line and caption number should be centered, bolded, with no period at the end of the caption.

Table 4. Table Caption is on Same Line as Table Number

NAME	ADDRESS	CITY, STATE

7.0 REFERENCES

ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation and Preservation, 13 May 2010.

[*Defense Federal Acquisition Regulation Supplement \(DFARS\) and Procedures, Guidance, and Information \(PGI\).*](#)

DoDI 5230.24, *Distribution Statements on Technical Documents*, 01 November 2017.

8.0 LIST OF ACRONYMS & GLOSSARY

AFRL – Air Force Research Laboratory

ANSI – American National Standards Institute

BAA – Broad Agency Announcement

CDO – Controlling DoD Office

CDRL – Contract Data Requirements List

DARPA – Defense Advanced Research Projects Agency

DoD – Department of Defense

DoDI – Department of Defense Instruction

DO-TO – Delivery – Task Order

DTIC – Defense Technical Information Center

NISO – National Information Standards Organization

PA – Public Affairs

PM – Program Manager

SAR – Same as Report

SBIR – Small Business Innovative Research

STINFO – Science & Technical Information

STTR – Small Business Technology Transfer

WUM – Work Unit Manager

APPENDIX A – Notice and Signature Pages

The following example notice page description would be used for a document NOT cleared for public release and for use with Controlled Unclassified Information (CUI) to which the Government has unlimited rights.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

Qualified requestors may obtain copies of this report from the Defense Technical information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION IN ACCORDANCE WITH THE ASSIGNED DISTRIBUTION STATEMENT.

Use Distribution Statements B, C, D, and E with this Notice and Signature Page.

The following example notice page description would be used for a document cleared for public release.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

This report was cleared for public release by XXth Air Base Wing Public Affairs Office and is available to the general public, including foreign nationals. Copies may be obtained from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION.

Use Distribution Statement A with this Notice and Signature Page.

The following example notice page description would be used for a document that is contracted fundamental research deemed exempt from public affairs Security and Policy Review.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

This report is the result of contracted fundamental research deemed exempt from public affairs security and policy review in accordance with SAF/AQR memorandum dated 10 Dec 08 and AFRL/CA policy clarification memorandum dated 16 Jan 09. This report is available to the general public, including foreign nationals. Copies may be obtained from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION.

Use Distribution A with this notice page if it is exempt from Public Affairs Security and Policy Review.

The following example notice page description would be used for a Government Purpose Rights (GPR) document.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

Government Purpose Rights Legend

Contract Number:

Contractor Name:

Contractor Address:

Location of Government Purpose Rights Data: **[enter pages, sections, figures, etc. (THIS IS A REQUIREMENT)]**

Expiration of Government Purpose Rights (if applicable):

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data contained in this report are restricted by paragraph (b)(2) of the Rights in Technical Data – Noncommercial Items clause (DFARS 252.227-7013 (**Feb 2014**)) 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.

Qualified requestors may obtain copies of this report from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION IN ACCORDANCE WITH THE ASSIGNED DISTRIBUTION STATEMENT.

Use Distribution Statement B with this Notice and Signature Page in order to prevent the information from being available outside of the Government.

The following example notice page description would be used for a Limited Rights document.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

Limited Rights Legend

Contract Number:

Contractor Name:

Contractor Address:

Location of Limited Rights Data: **[insert pages, sections, figures, etc. (THIS IS A REQUIREMENT)]**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data contained in this report are restricted by paragraph (b)(3) of the Rights in Technical Data – Noncommercial Items clause (DFARS 252.227- 7013 (**Feb 2014**)) 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 named contractor.

Qualified requestors may obtain copies of this report from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION IN ACCORDANCE WITH ASSIGNED DISTRIBUTION STATEMENT.

Use Distribution Statement B with this “Notice Page” to prevent information from being available outside of the Government or E to prevent information from being available outside of the DoD.

The following example notice page description would be used for a SBIR document.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

SBIR Data Rights Legend

Contract Number:

Contractor Name:

Contractor Address:

Location of SBIR Data Rights Information: **[insert pages, sections, figures, etc. (THIS IS A REQUIREMENT)]**

Expiration of SBIR Data Rights: Expires five years after completion of project work for this or any follow-on SBIR contract, whichever is later

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software contained in this report are restricted by paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program clause (DFARS 252.227-7018 (Feb 2014)) contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

Qualified requestors may obtain copies of this report from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION IN ACCORDANCE WITH ASSIGNED DISTRIBUTION STATEMENT.

Use Distribution Statement B with this "Notice Page" to prevent information from being available outside of the Government or E to prevent information from being available outside of the DoD.

The following example notice page description would be used for a Restricted Rights document.

NOTICE AND SIGNATURE PAGE

Using Government drawings, specifications, or other data included in this document for any purpose other than Government procurement does not in any way obligate the U.S. Government. The fact that the Government formulated or supplied the drawings, specifications, or other data does not license the holder or any other person or corporation; or convey any rights or permission to manufacture, use, or sell any patented invention that may relate to them.

Restricted Rights Legend

Contract Number:

Contractor Name:

Contractor Address:

Location of Restricted Rights Software:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software contained in this document are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause (DFARS 252.227-7014 (**Feb 2014**)) contained in the above identified contract. Any reproduction of computer software 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 software must promptly notify the above named contractor.

Qualified requestors may obtain copies of this report from the Defense Technical Information Center (DTIC) (<http://www.dtic.mil>).

AFRL-RH-WP-TR-20XX-XXXX HAS BEEN REVIEWED AND IS APPROVED FOR PUBLICATION IN ACCORDANCE WITH ASSIGNED DISTRIBUTION STATEMENT.

Use Distribution Statement B with this "Notice Page" to prevent information from being available outside of the Government or E to prevent information from being available outside of the DoD.

Some government information can contain copyrighted material (i.e. quote, chart, photograph, drawing, etc.) when used with permission. Copyrighted material incorporated in government work retains its copyright protection. The copyright statement is displayed under the distribution statement.

DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies only; Proprietary Information (Limited Rights Data), Critical Technology; 10 February 2017. Other requests for this document shall be referred to XXX/XXXX, Wright-Patterson Air Force Base, OH 45433.

DESTRUCTION NOTICE – Destroy by any method that will prevent disclosure of contents or reconstruction of the document.

See additional restrictions described on inside pages

APPENDIX B – Notice to Accompany the Dissemination of Export Controlled Technical Data

Export of the attached information (which includes, in some circumstances, release to foreign nationals within the United States) without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulation (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulation (EAR) may constitute a violation of law.

Under 22 U.S.C. 2778, the penalty for unlawful export of items or information controlled under the ITAR is up to ten years imprisonment, or a fine of \$1,000,000, or both. Under 50 U.S.C., appendix 2410, the penalty for unlawful export of items or information controlled under the EAR is a fine of up to \$1,000,000, or five times the value of the exports, whichever is greater; or for an individual, imprisonment of up to 10 years, or fine of up to \$250,000, or both.

In accordance with your certification that establishes you as a “qualified U.S. contractor,” unauthorized dissemination of this information is prohibited and may result in your disqualification as a qualified U.S. contractor, and may be considered in determining your eligibility for future contracts with the Department of Defense.

The U.S. Government assumes no liability for direct patent infringement, or contributory patent infringement, or misuse of technical data.

The U.S. Government does not warrant the adequacy, accuracy, currency, or completeness of the technical data.

The U.S. Government assumes no liability for loss, damage, or injury resulting from manufacture or use of any purpose of any product, article, system, or material involving reliance upon any or all technical data furnished in response to the request for technical data.

If the technical data furnished by the Government will be used for commercial manufacturing or other profit potential, a license for such use may be necessary. Any payments in support of the request for data do not include or involve any license rights.

A copy of this notice shall be provided with any partial or complete reproduction of these data that are provided to qualified U.S. contractors.

REPORT DOCUMENTATION PAGE				Form Approved OMB No. 0704-0188	
The 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 the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the 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)				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)

INSTRUCTIONS FOR COMPLETING SF 298

1. REPORT DATE. Full publication date, including day, month, if available. Must cite at least the year and be Year 2000 compliant, e.g. 30-06-1998; xx-06-1998; xx-xx-1998.

2. REPORT TYPE. State the type of report, such as final, technical, interim, memorandum, master's thesis, progress, quarterly, research, special, group study, etc.

3. DATES COVERED. Indicate the time during which the work was performed and the report was written, e.g., Jun 1997 - Jun 1998; 1-10 Jun 1996; May - Nov 1998; Nov 1998.

4. TITLE. Enter title and subtitle with volume number and part number, if applicable. On classified documents, enter the title classification in parentheses.

5a. CONTRACT NUMBER. Enter all contract numbers as they appear in the report, e.g. F33615-86-C-5169.

5b. GRANT NUMBER. Enter all grant numbers as they appear in the report, e.g. AFOSR-82-1234.

5c. PROGRAM ELEMENT NUMBER. Enter all program element numbers as they appear in the report, e.g. 61101A.

5d. PROJECT NUMBER. Enter all project numbers as they appear in the report, e.g. 1F665702D1257; ILIR.

5e. TASK NUMBER. Enter all task numbers as they appear in the report, e.g. 05; RF0330201; T4112.

5f. WORK UNIT NUMBER. Enter all work unit numbers as they appear in the report, e.g. 001; AFAPL30480105.

6. AUTHOR(S). Enter name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. The form of entry is the last name, first name, middle initial, and additional qualifiers separated by commas, e.g. Smith, Richard, J, Jr.

7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES). Self-explanatory.

8. PERFORMING ORGANIZATION REPORT NUMBER. Enter all unique alphanumeric report numbers assigned by the performing organization, e.g. BRL-1234; AFWL-TR-85-4017-Vol-21-PT-2.

9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES). Enter the name and address of the organization(s) financially responsible for and monitoring the work.

10. SPONSOR/MONITOR'S ACRONYM(S). Enter, if available, e.g. BRL, ARDEC, NADC.

11. SPONSOR/MONITOR'S REPORT NUMBER(S). Enter report number as assigned by the sponsoring/monitoring agency, if available, e.g. BRL-TR-829; -215.

12. DISTRIBUTION/AVAILABILITY STATEMENT. Use agency-mandated availability statements to indicate the public availability or distribution limitations of the report. If additional limitations/ restrictions or special markings are indicated, follow agency authorization procedures, e.g. RD/FRD, PROPIN, ITAR, etc. Include copyright information.

13. SUPPLEMENTARY NOTES. Enter information not included elsewhere such as: prepared in cooperation with; translation of; report supersedes; old edition number, etc.

14. ABSTRACT. A brief (approximately 200 words) factual summary of the most significant information.

15. SUBJECT TERMS. Key words or phrases identifying major concepts in the report.

16. SECURITY CLASSIFICATION. Enter security classification in accordance with security classification regulations, e.g. U, C, S, etc. If this form contains classified information, stamp classification level on the top and bottom of this page.

17. LIMITATION OF ABSTRACT. This block must be completed to assign a distribution limitation to the abstract. Enter UU (Unclassified Unlimited) or SAR (Same as Report). An entry in this block is necessary if the abstract is to be limited.

THIS IS A PLACEHOLDER FOR THE:

NON-PROPRIETARY STATEMENT OF WORK

“TITLE OF PROGRAM”

THIS IS A PLACEHOLDER FOR THE:

SUBCONTRACTING PLAN

THIS IS A PLACEHOLDER FOR THE:

STATEMENT OF WORK (SOW) SUPPLEMENTAL REQUIREMENTS

SECURITY PROCEDURES SUPPLEMENT

The Security Procedures Supplement contains the explanation, direction and processes required by Security Forces for Contractor access to Air Force installations. The following documents are included:

1. Notification of Contract Procedures
2. Example of Notification of Contract Letter
3. Example of Reissue of Base Identification Letter
4. Example of Contractor's Additional Employees List Letter
5. Example of Termination of Employment Letter
6. Example of Appointment/Termination Record - Signature Card (Wright-Patterson AFB Form 1402)
7. Blank Appointment/Termination Record - Signature Card (Wright-Patterson AFB Form 1402)
8. Example of Application for WPAFB Identification Card (Wright-Patterson AFB Form 1440)
9. Blank Application for WPAFB Identification Card (Wright-Patterson AFB Form 1440)

Failure to follow the procedures and processes outlined in the Security Procedures Supplement will result in delays in Contractors gaining access to the base.



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 88TH AIR BASE WING (AFMC)
WRIGHT-PATTERSON AIR FORCE BASE OHIO

MEMORANDUM FOR: CONTRACTORS AND CONTRACTING OFFICERS

FROM: 88 SFS/S3R (PASS AND REGISTRATION)

SUBJECT: NOTIFICATION OF CONTRACT PROCEDURES

NEW CONTRACT/OPTIONS/EXTENSION

Step 1 – Notification of Contract Letter

All contractors receiving WPAFB or US government-approved contracts, contract renewals or contract extensions must submit a “Notification of Contract” on company letter head signed by a company principal or designated agent, from the prime contractor and the base contracting officer containing the following information:

1. Installation specific contract number
2. Location of worksite(s) on base: Area(s) and Bldg#(s), the times & days of the week and the FPCON Level (A,B or C) the contractors will need to have to access the installation
3. Minimum of one Authorized Signer a maximum of two - each of whom must be Principals and/or designated agents of the company - who will be able to sign for temporary passes for up to 30 days only.
4. Last names, First names, DOB, DL# and State the DL was issued (in alphabetical order) of all prime contractors and subcontractors performing work under the specific contract needing access to the installation for more than 30 days or for a second or more consecutive 30 day requests
5. The “Notification of Contract” or “Additional Employee List” letter (in alphabetical order) on company letterhead signed by a company principal or designated agent and the base contracting officer must be submitted to the 88SFS/S3R at least 48hrs prior (two (2) complete duty days) to the issuance of base identification or pass.
6. Only four (4) additions are authorized to the contract without producing a new Notification of Contract Letter

The Base Contracting Officer will approve this letter with original and official endorsement. The letter will then be hand carried to 88 SFS/S3R. “Notification of contracts”, “Additional Employee List” or “Notification of Cement, Concrete & Asphalt Deliveries” will not be accepted without original, “wet” signatures. No faxes, copies or scans of any type will be accepted (Blue ink maybe used for signatures).

Step 2 – WPAFB Form 1440 Request for Base Identification

Contractors must provide Pass & Registration with a correct and completed WPAFB Form 1440 certified by the Certified Requesting Official with the following information and will not be accepted without original, “wet” signatures:

1. Address to 88 SFS/S3R Wright-Patterson AFB, OH 45433
2. Prime contractor company name, address and phone number
3. Subcontractor’s name, address and phone number (if applicable)
4. Complete all personal information to include full SSN or as stated on state identification or DoD ID Number.
5. Installation specific contract number the individual is working on
6. The Certified Requesting Official will enter a contract number, card expiration date (no longer than three years), Days, Times, Area(s) and FPCON level. The form must be correct and fully completed prior to arriving at Pass & Registration or will result in denial of credential issuance.
7. The WPAFB form 1440 will only be valid for 30 days from the date signed by the Certified Requesting Official. No faxes, copies or scans allowed (Blue ink maybe used for signatures).

Important! The Certifying Requesting Official must have a WPAFB Form 1402 (Signature Card) with an original “wet” signature on file with 88 SFS/S3R Pass& Registration. The Certifying Requesting Official will either be a US Government Contracting Officer, US Government official (DoD Civilian or Active Duty Military) or a US Government Contracting Officer’s representative overseeing the contract. These are the only individuals able to sign the WPAFB Form 1440 and the individuals who sign the WPAFB Form 1440 will be responsible for all actions of the contractors that they sign for while working on WPAFB. Please call Pass and Registration ahead of time to check for policy/regulation changes or updates. The phone number to Pass and Registration is 257-3955. No faxes, scans or copies allowed.

COMPANY LETTER HEAD

To: 88 SFS/S3R (Pass and Registration Office)
4185 Logistics Avenue
Wright-Patterson AFB, OH 45433-5737

Subject: **Notification of Contract**

Reference: Base Specific Contract # XXXXXX-XX-X-XXXX

Company name has been awarded contract # XXXXXX-XX-X-XXXX. The contract period of performance is XX/XXX/.XXXX through XX/XX/XXXX **excluding options years**. The operating duty days of the week will be from XXX through XXX and operating duty times will be from XXXX hrs through XXXX hrs. The Contractors shall perform all support and services under this contract at location(s) (Bldg. #s) in Area(s) XXXXX. The **FPCON Level** on which the contractors will perform work on the installation will be XXXXX

The following employees (in alphabetical order) will be working on-site in support of the referenced order:

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B (Last Name, First Name, MI., DOB, DL# and State)

Employee C (Last Name, First Name, MI., DOB, DL# and State)

Employee D (independent consultant for primary contractor) (Last Name, First Name, MI., DOB, DL# and State)

Subcontractor's employees (in alphabetical order) of Company XXXX

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B (Last Name, First Name, MI., DOB, DL# and State)

Employee C (Last Name, First Name, MI., DOB, DL# and State)

Employee D (independent consultant for subcontractor) (Last Name, First Name, MI., DOB, DL# and State)

The following employee(s) will be point of contact and will be the "Authorized Signer(s)" who must be principals and/or agents from the **PRIME CONTRACTOR ONLY** (for contract # XXXXXX-XX-X-XXXX). "Authorized Signers" will ensure all employees of the prime contractor, sub-contractor and all day labors working on this contract will be citizens of the United States or have the USCIS issued Permanent Resident Card (Form I-551) with them at all times. **If compliance is not met the "Authorized Signer" will lose their status.**

Employee A (Last Name, First Name, MI., DOB, DL# and State) sig. _____

Employee B (Last Name, First Name, MI., DOB, DL# and State) sig. _____

Please contact me with any questions at (XXX) XXX-XXXX.

Sincerely,

sig. _____
John Doe (must be principal or agent)
Company name / Title, Phone Number

sig. _____
(Print or stamp) Contracting Officer Signature Block
Squadron / Office Symbol, Phone Number

COMPANY LETTER HEAD

To: 88 SFS/S3R (Pass and Registration Office)
4185 Logistics Avenue
Wright-Patterson AFB, OH 45433-5737

Subject: **Reissue of Base Identification**

Reference: Base Specific Contract # XXXXXX-XX-X-XXXX

The following employee has **misplaced / lost** their identification or their identification is unserviceable and requires a **replacement**. If the original identification is found, it will be returned to 88 SFS/S5SP office with appropriate paperwork for destruction.

The following employees (in alphabetical order) will be working on-site in support of the referenced order:

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B (Last Name, First Name, MI., DOB, DL# and State)

Employee C (Last Name, First Name, MI., DOB, DL# and State)

Employee D (independent consultant for primary contractor) (Last Name, First Name, MI., DOB, DL# and State)

Subcontractor's employees (in alphabetical order) of Company XXX

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B (Last Name, First Name, MI., DOB, DL# and State)

Employee C (Last Name, First Name, MI., DOB, DL# and State)

Employee D (independent consultant for subcontractor) (Last Name, First Name, MI., DOB, DL# and State)

This letter along with a new, completed WPAFB Form 1440 will accompany the individual who misplaced/lost their base identification card for replacement.

Please contact me with any questions at (XXX) XXX-XXXX

Sincerely,

John Doe (must be principal or agent)

Company name and title

Sig. _____

John Q. Smith

WPAFB Contracting Officer

Sig. _____

COMPANY LETTER HEAD

To: 88 SFS/S3R (Pass and Registration Office)
4185 Logistics Avenue
Wright-Patterson AFB, OH 45433-5737

Subject: **Contractor's Additional Employees List**
Reference: Base Specific Contract # XXXXXXX-XX-X-XXXX

The following employees (in alphabetical order) will be working on-site in support of the referenced order:

Employee A (Last Name, First Name, MI., DOB, DL# and State)
Employee B (Last Name, First Name, MI., DOB, DL# and State)
Employee C (Last Name, First Name, MI., DOB, DL# and State)
Employee D (independent consultant for primary contractor) (Last Name, First Name, MI., DOB, DL# and State)

Subcontractor's employees (in alphabetical order) of Company XXX

Employee A (Last Name, First Name, MI., DOB, DL# and State)
Employee B (Last Name, First Name, MI., DOB, DL# and State)
Employee C (Last Name, First Name, MI., DOB, DL# and State)
Employee D (independent consultant for subcontractor) (Last Name, First Name, MI., DOB, DL# and State)

The **PRIME CONTRACTOR will** ensure all employees of the prime contractor, sub-contractor and all day labors working on this contract will be citizens of the United States or have the USCIS issued Permanent Resident Card (Form I-551) with them at all times.

Please contact me with any questions at (XXX) XXX-XXXX

Sincerely,

John Doe (must be principal or agent)
Company name and title

Contracting Officer Signature Block
Squadron / Office Symbol, Phone Number

COMPANY LETTER HEAD

To: 88 SFS/S3R (Pass and Registration Office)
4185 Logistics Avenue
Wright-Patterson AFB, OH 45433-5737

Subject: **Termination of Employment**

Reference: Base Specific Contract # XXXXXXX-XX-X-XXXX

The following identification and vehicle passes / decals are being returned for destruction due to termination of employment.

The following employees (in alphabetical order) will be working on-site in support of the referenced order:

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B

ID card /Visitor's Pass# XXXXXXXXX (Employee's Name) is retired government worker
whose vehicle is not registered under this contract

Subcontractor's employees of Company XXXXXX

The following employees (in alphabetical order) will be working on-site in support of the referenced order:

Employee A (Last Name, First Name, MI., DOB, DL# and State)

Employee B

ID card/Visitor's Pass# XXXXXXXXX (Employee's Name) is retired government worker
whose vehicle is not registered under this contract

Please contact me with any questions at (XXX) XXX-XXXX

Sincerely,

John Doe (must be principal or agent)
Company name and title

Contracting Officer Signature Block
Squadron / Office Symbol, Phone Number

APPOINTMENT/TERMINATION RECORD - SIGNATURE CARD**Read Privacy Act Statement and Instructions before completing form.****PRIVACY ACT STATEMENT**

AUTHORITY: Powers and duties, delegated by 10 U.S.C, 8013, Secretary of the Air Force and E.O. 9397 (SSN).

PRINCIPAL PURPOSES: To maintain a record of certifying and accountable officers' appointments, and termination of those appointments. The information will also be used for identification purposes associated with certification of documents. Badge records are used to record building/area entry credential information including information on the loss of theft of these credentials. Used by the security police for issuing ID cards and these restricted or controlled area badges which authorize entry into certain areas. Some organizations may routinely keep copies of the above documentation in order to maintain control over persons authorized entry into certain areas. Accountability documents are used to insure proper control over the various forms utilized in these functions.

ROUTINE USE(S): In addition to those disclosure generally permitted under 5 U.S.C., 55a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C., 552a(b)(3) as follows: The Blanket Routine Uses published at the beginning of the Air Force's compilation of systems of records notices apply.

DISCLOSURE: Voluntary, however, failure to provide the requested information may preclude appointment.

SECTION I**COMMANDER/APPOINTING AUTHORITY**1. NAME (*First, MI, Last*)

CLAUSE, SANTA A.

2. TITLE

COMMANDER

3. ORGANIZATION

25AW/CC

4. DATE (YYYYMMDD)

00001225

5. SIGNATURE

SECTION II**APPOINTEE**6. NAME (*First, MI, Last*)

JOHN A. SMITH

7. TITLE

CONT. OFFICER

8. ORGANIZATION

25AW/XP

9. PHONE (*include Area Code*)

(937) 000-0000

10. ADDRESS (*include zip code*)

123 FIRST STREET NPAFB, NORTH POLE

11. EFFECTIVE DATE OF APPOINTMENT (YYYYMMDD)

20080408

12. POSITION APPOINTED (*check one*)☐

CERTIFYING OFFICER

☐

ACCOUNTABLE OFFICIAL

☒OTHER(*Specify*) BOTH

13. YOU ARE HEREBY APPOINTED TO SERVE THE CAPACITY/POSITION SHOWN ABOVE. YOUR RESPONSIBILITIES WILL INCLUDE?

CERTIFYING REQUESTING OFFICIAL FOR THE WPAFB FORM 1440

14. YOU ARE ADVISED TO REVIEW AND ADHERE TO THE FOLLOWING REGULATION(S) NEEDED TO ADEQUATELY PERFORM THE DUTIES TO WHICH YOU HAVE BEEN ASSIGNED.

(LEAVE BLANK)

SECTION III**ACKNOWLEDGEMENT OF APPOINTMENT**

I ACKNOWLEDGE AND ACCEPT THE POSITION AND RESPONSIBILITIES DEFINED ABOVE. I CERTIFY THAT MY OFFICIAL SIGNATURE IS SHOWN IN THE BOX BELOW.

15. NAME(*First, MI, Last*)

JOHN A. SMITH

16. SIGNATURE

SECTION IV**TERMINATION OF APPOINTMENT**☐

THE APPOINTMENT OF THE INDIVIDUAL NAMED ABOVE IS REVOKED

17. EFFECTIVE DATE (YYYYMMDD)

18. APPOINTEE INITIALS

19. NAME OF COMMANDER/APPOINTING AUTHORITY

7. TITLE

21. SIGNATURE

APPOINTMENT/TERMINATION RECORD - SIGNATURE CARD

Read Privacy Act Statement and Instructions Before Completing Form.

PRIVACY ACT STATEMENT

AUTHORITY: Powers and duties, delegated by 10 U.S.C, 8013, Secretary of the Air Force and E.O. 9397 (SSN).

PRINCIPAL PURPOSES: To maintain a record of certifying and accountable officers' appointments, and termination of those appointments. The information will also be used for identification purposes associated with certification of documents. Badge records are used to record building/area entry credential information including information on the loss of theft of these credentials. Used by the security police for issuing ID cards and these restricted or controlled area badges which authorize entry into certain areas. Some organizations may routinely keep copies of the above documentation in order to maintain control over persons authorized entry into certain areas. Accountability documents are used to insure proper control over the various forms utilized in these functions.

ROUTINE USE(S): In addition to those disclosure generally permitted under 5 U.S.C., 55a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C., 552a(b)(3) as follows: The Blanket Routine Uses published at the beginning of the Air Force's compilation of systems of records notices apply.

DISCLOSURE: Voluntary, however, failure to provide the requested information may preclude appointment.

SECTION I

COMMANDER/APPOINTING AUTHORITY

1. NAME (First, MI, Last)

2. TITLE

3. ORGANIZATION

5. SIGNATURE

Click to sign

4. DATE (YYYYMMDD)

SECTION II

APPOINTEE

6. NAME (First, MI, Last)

7. TITLE

8. ORGANIZATION

9. PHONE (include Area Code)

10. ADDRESS (include zip code)

11. EFFECTIVE DATE OF APPOINTMENT (YYYYMMDD)

12. POSITION APPOINTED (check one)

☐

CERTIFYING OFFICER

☐

ACCOUNTABLE OFFICIAL

☐

OTHER (Specify)

13. YOU ARE HEREBY APPOINTED TO SERVE THE CAPACITY/POSITION SHOWN ABOVE. YOUR RESPONSIBILITIES WILL INCLUDE?

14. YOU ARE ADVISED TO REVIEW AND ADHERE TO THE FOLLOWING REGULATION(S) NEEDED TO ADEQUATELY PERFORM THE DUTIES TO WHICH YOU HAVE BEEN ASSIGNED.

SECTION III

ACKNOWLEDGEMENT OF APPOINTMENT

I ACKNOWLEDGE AND ACCEPT THE POSITION AND RESPONSIBILITIES DEFINED ABOVE. I CERTIFY THAT MY OFFICIAL SIGNATURE IS SHOWN IN THE BOX BELOW.

15. NAME (First, MI, Last)

16. SIGNATURE

Click to sign

SECTION IV

TERMINATION OF APPOINTMENT

☐ THE APPOINTMENT OF THE INDIVIDUAL NAMED ABOVE IS REVOKED

17. EFFECTIVE DATE (YYYYMMDD)

18. APPOINTEE INITIALS

19. NAME OF COMMANDER/APPOINTING AUTHORITY

7. TITLE

21. SIGNATURE

Click to sign

**INSTRUCTIONS FOR COMPLETING
APPOINTMENT/TERMINATION RECORD - SIGNATURE CARD**

THIS FORM MAY BE USED TO:

1. APPOINT CERTIFYING OFFICERS. CERTIFYING OFFICERS ARE THOSE INDIVIDUALS, MILITARY OR CIVILIAN, DESIGNATED TO ATTEST TO THE CORRECTNESS OF STATEMENTS, FACTS, AND INFORMATION APPEARING ON IDENTIFICATION CARDS AND THESE RESTRICTED OR CONTROLLED AREA BADGES.
2. APPOINT ACCOUNTABLE OFFICIALS. ACCOUNTABLE OFFICIALS ARE THOSE INDIVIDUALS , MILITARY OR CIVILIAN, WHO ARE DESIGNED IN WRITING AND ARE NOT OTHERWISE ACCOUNTABLE UNDER APPLICABLE LAW, WHO PROVIDE SOURCE INFORMATION, DATA OR SERVICE TO A CERTIFYING OFFICER IN SUPPORT OF ISSUING PROCESS.

SECTION I

1. ENTER THE NAME OF THE COMMANDER/APPOINTING AUTHORITY
2. ENTER THE COMMANDER/APPOINTING AUTHORITY'S TITLE
3. ENTER THE NAME OF THE COMMANDER/APPOINTING AUTHORITY'S ORGANIZATION LOCATION
4. ENTER THE DATE THE FORM IS COMPLETED
5. THE COMMANDER/APPOINTING MUST PLACE HIS OR HER LEGAL SIGNATURE IN THE BLOCK PROVIDED

SECTION II

6. ENTER THE APPOINTEE'S NAME
7. ENTER THE APPOINTEE'S TITLE
- 8.-10. ENTER THE NAME, COMPLETE ADDRESS, AND PHONE NUMBER OF THE ORGANIZATION ACTIVITY TO WHICH APPOINTED.
11. ENTER THE DATE THE APPOINTMENT IS TO BE EFFECTIVE
12. CHECK THE APPROPRIATE BOX INDICATING THE PURPOSE FOR THE APPOINTMENT
13. DESCRIBE IN DETAIL THE DUTIES THE APPOINTEE WILL BE REQUIRED TO PERFORM, TO INCLUDE TYPES OF CREDENTIALS, FOR WHICH AUTHORIZED, AND ANY OTHER PERTINENT INFORMATION
14. LIST ALL REGULATIONS THE APPOINTEE MUST REVIEW AND FOLLOW IN ORDER TO ADEQUATELY FULFILL THE REQUIREMENTS OF THE APPOINTMENT

SECTION III

- 15.-16. THE APPOINTEE SHALL PRINT (OR TYPE) HIS OR HER NAME AND ENTER HIS OR HER LEGAL SIGNATURE IN THE SPACES PROVIDED

SECTION IV

17. ENTER THE DATE THE TERMINATION IS EFFECTIVE
18. THE APPOINTEE WILL INITIAL IN THE SPACE PROVIDED ACKNOWLEDGING REVOCATION OF THE APPOINTMENT
- 20.-22. THE COMMANDER/APPOINTING AUTHORITY MUST PLACE HIS OR HER NAME, TITLE AND LEGAL SIGNATURE IN THE SPACES PROVIDED

NOTE: COMPLETING THIS SECTION WILL TERMINATE THE ORIGINAL APPOINTMENT AS OF THE EFFECTIVE DATE. IF PARTIAL AUTHORITY IS TO BE RETAINED, A NEW WPAFB 1402 MUST BE COMPLETED. CHECK THE BOX PROVIDED TO INDICATE THE APPOINTMENT IS BEING REVOKED.

APPLICATION FOR WPAFB IDENTIFICATION CARD

(This Form Is Subject to the Privacy Act of 1974)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 8013

PRINCIPAL PURPOSE: Used by the security police for issuing ID cards and these restricted or controlled area badges which authorize entry into certain areas. Some organizations may routinely keep copies of the above documentation in order to maintain control over persons authorized entry into certain areas. Accountability documents are used to insure proper control over the various forms utilized in these functions.

ROUTINE USE: To request and record the issuance of computer generated WPAFB Contractor/Visitor Identification Card and to request and record issuance of any identification credential when the use of another form has not been specified.

DISCLOSURE: Information requested on the form is voluntary. Failure to provide any of the requested information will result in non-issuance of identification credentials.

I hereby acknowledge receipt of the credentials indicated by my signature below and am fully aware of my responsibilities pertaining to their use. I will promptly return all credentials when they are not needed for my assigned duties or upon requested by proper authority.

NOTICE: While on this installation all personnel and the property under their control are subject to search. Controlled radioactive material being brought onto an AFMC installation must first be approved by the monitor for nuclear safety.

TO 88 SFS/S3R (Pass & Registration) Wright-Patterson AFB, OH 45433		FROM (Business Address or Orgn/ Symbol/Sponsor/ of Prime Contractor) " PRIME CONTRACTOR "		LOCAL BUSINESS ADDRESS OR SUB -CONTRACTOR/PHONE " SUB-CONTRACTOR "
NAME DOE, JOHN A.		RACE N/A	SSN OR DoD ID NUMBER 000-00-0000	☒ MR. ☐ MRS. ☐ MS
DRIVERS LICENSE/STATE ID NUMBER ABC12345	STATE STATE	DATE OF BIRTH 00 / MMM / 0000		CITIZEN (Country) US (OR OTHER)
HAIR BROWN	HEIGHT 72"	WEIGHT 200 lbs.	EYES BROWN	
HOME ADDRESS 1234 FIRST STREET DAYTON, OHIO 45433			PHONE (000) 000-0000	
☒ OFFICIAL CONTRACTOR ☐ VOLUNTEER ☐ UNOFFICIAL/VENDOR CONTRACT NUMBER <u>MUST HAVE CONTRACT NUMBER</u> CARD EXPIRATION <u>MUST HAVE SPECIFIC EXP. DATE</u>		ISSUE DATE (LEAVE BLANK) CARD NUMBER (LEAVE BLANK)	AREAS AUTHORIZED BY CONTRACT ☒ AREA A ☐ AREA B	
SIGNATURE OF RECIPIENT		SIGNATURE OF ISSUING OFFICIAL		
DAYS AUTHORIZED (Check appropriate) ☒ MON ☒ TUE ☒ WED ☒ THUR ☒ FRI ☐ SAT ☐ SUN		AUTHORIZED TIMES 0000hrs - 0000hrs		FPCON TYPE ALLOWED

*****WARNING NOTICE*****

BY PLACING YOUR SIGNATURE ABOVE YOU AGREE:

1. ALL INFORMATION OBTAINED ON THIS FORM WILL BE USED TO CONDUCT A CRIMINAL BACKGROUND CHECK PRIOR TO ISSUANCE OF IDENTIFICATION. ____ (Initials)

2. UPON TERMINATION, REASSIGNMENT, DISCHARGE, OR SEPARATION FOR ANY REASON THE ABOVE APPLICANT AGREES TO RETURN AND SURRENDER THE IDENTIFICATION CARD OR AIR FORCE FORM 75, TEMPORARY VISITOR PASS TO THE 88TH SECURITY FORCES SQUADRON PASS AND REGISTRATION. ____ (Initials)

*****WARNING NOTICE*****

CERTIFICATE OF REQUESTING OFFICIAL

I certify that the applicant has an official/authorized need for the credential requested and has been briefed on its proper use.

NAME/TITLE JOHN Q. SMITH, (TITLE) (Authorized Gov. Signatory)	BUSINESS ADDRESS OR ORGANIZATION/SYMBOL AFRL/PKO	
SIGNATURE	PHONE (000) 000-0000	DATE 00 / MM / 0000

APPLICATION FOR WPAFB IDENTIFICATION CARD

(This Form Is Subject to the Privacy Act of 1974)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 8013

PRINCIPAL PURPOSE: Used by the security police for issuing ID cards and these restricted or controlled area badges which authorize entry into certain areas. Some organizations may routinely keep copies of the above documentation in order to maintain control over persons authorized entry into certain areas. Accountability documents are used to insure proper control over the various forms utilized in these functions.

ROUTINE USE: To request and record the issuance of computer generated WPAFB Contractor/Visitor Identification Card and to request and record issuance of any identification credential when the use of another form has not been specified.

DISCLOSURE: Information requested on the form is voluntary. Failure to provide any of the requested information will result in non-issuance of identification credentials.

I hereby acknowledge receipt of the credentials indicated by my signature below and am fully aware of my responsibilities pertaining to their use. I will promptly return all credentials when they are not needed for my assigned duties or upon requested by proper authority.

NOTICE: While on this installation all personnel and the property under their control are subject to search. Controlled radioactive material being brought onto an AFMC installation must first be approved by the monitor for nuclear safety.

TO		FROM (Business Address or Orgn/ Symbol/Sponsor/ of Prime Contractor)		LOCAL BUSINESS ADDRESS OR SUB -CONTRACTOR/PHONE
NAME		RACE	SSN OR DoD ID NUMBER	☐ MR. ☐ MRS. ☐ MS
DRIVERS LICENSE/STATE ID NUMBER	STATE	DATE OF BIRTH		CITIZEN (Country)
HAIR	HEIGHT	WEIGHT	EYES	
HOME ADDRESS				PHONE
☐ OFFICIAL CONTRACTOR ☐ VOLUNTEER ☐ UNOFFICIAL/VENDOR CONTRACT NUMBER _____ CARD EXPIRATION _____		ISSUE DATE	AREAS AUTHORIZED BY CONTRACT	
		CARD NUMBER	☐ AREA A ☐ AREA B	
SIGNATURE OF RECIPIENT		SIGNATURE OF ISSUING OFFICIAL		
DAYS AUTHORIZED (Check appropriate)		AUTHORIZED TIMES	FPCON	
☐ MON ☐ TUE ☐ WED ☐ THUR ☐ FRI ☐ SAT ☐ SUN				

*****WARNING NOTICE*****

BY PLACING YOUR SIGNATURE ABOVE YOU AGREE:

1. ALL INFORMATION OBTAINED ON THIS FORM WILL BE USED TO CONDUCT A CRIMINAL BACKGROUND CHECK PRIOR TO ISSUANCE OF IDENTIFICATION. ____ (Initials)

2. UPON TERMINATION, REASSIGNMENT, DISCHARGE, OR SEPARATION FOR ANY REASON THE ABOVE APPLICANT AGREES TO RETURN AND SURRENDER THE IDENTIFICATION CARD OR AIR FORCE FORM 75, TEMPORARY VISITOR PASS TO THE 88TH SECURITY FORCES SQUADRON PASS AND REGISTRATION. ____ (Initials)

*****WARNING NOTICE*****

CERTIFICATE OF REQUESTING OFFICIAL

I certify that the applicant has an official/authorized need for the credential requested and has been briefed on its proper use.

NAME/TITLE	BUSINESS ADDRESS OR ORGANIZATION/SYMBOL	
SIGNATURE	PHONE	DATE

**INSTRUCTIONS FOR COMPLETING
APPOINTMENT/TERMINATION RECORD - SIGNATURE CARD**

THIS FORM MAY BE USED TO:

1. APPOINT CERTIFYING OFFICERS. CERTIFYING OFFICERS ARE THOSE INDIVIDUALS, MILITARY OR CIVILIAN, DESIGNATED TO ATTEST TO THE CORRECTNESS OF STATEMENTS, FACTS, AND INFORMATION APPEARING ON IDENTIFICATION CARDS AND THESE RESTRICTED OR CONTROLLED AREA BADGES.
2. APPOINT ACCOUNTABLE OFFICIALS. ACCOUNTABLE OFFICIALS ARE THOSE INDIVIDUALS , MILITARY OR CIVILIAN, WHO ARE DESIGNED IN WRITING AND ARE NOT OTHERWISE ACCOUNTABLE UNDER APPLICABLE LAW, WHO PROVIDE SOURCE INFORMATION, DATA OR SERVICE TO A CERTIFYING OFFICER IN SUPPORT OF ISSUING PROCESS.

SECTION I

1. ENTER THE NAME OF THE COMMANDER/APPOINTING AUTHORITY
2. ENTER THE COMMANDER/APPOINTING AUTHORITY'S TITLE
3. ENTER THE NAME OF THE COMMANDER/APPOINTING AUTHORITY'S
4. ENTER THE DATE THE FORM IS COMPLETED
5. THE COMMANDER/APPOINTING MUST PLACE HIS OR HER LEGAL

SECTION II

6. ENTER THE APPOINTEE'S NAME
7. ENTER THE APPOINTEE'S TITLE
- 8.-10. ENTER THE NAME, COMPLETE ADDRESS, AND PHONE NUMBER OF
11. ENTER THE DATE THE APPOINTMENT IS TO BE EFFECTIVE
12. CHECK THE APPROPRIATE BOX INDICATING THE PURPOSE FOR THE APPOINTMENT
13. DESCRIBE IN DETAIL THE DUTIES THE APPOINTEE WILL BE REQUIRED TO PERFORM, TO INCLUDE TYPES OF CREDENTIALS, FOR WHICH AUTHORIZED, AND ANY OTHER PERTINENT INFORMATION
14. LIST ALL REGULATIONS THE APPOINTEE MUST REVIEW AND FOLLOW IN ORDER TO ADEQUATELY FULFILL THE REQUIREMENTS OF THE APPOINTMENT

SECTION III

- 15.-16. THE APPOINTEE SHALL PRINT (OR TYPE) HIS OR HER NAME AND ENTER HIS OR HER LEGAL SIGNATURE IN THE SPACES

SECTION IV

17. ENTER THE DATE THE TERMINATION IS EFFECTIVE
18. THE APPOINTEE WILL INITIAL IN THE SPACE PROVIDED ACKNOWLEDGING REVOCATION OF THE APPOINTMENT
- 20.-22. THE COMMANDER/APPOINTING AUTHORITY MUST PLACE HIS OR HER NAME, TITLE AND LEGAL SIGNATURE IN THE SPACES PROVIDED

NOTE: COMPLETING THIS SECTION WILL TERMINATE THE ORIGINAL APPOINTMENT AS OF THE EFFECTIVE DATE. IF PARTIAL AUTHORITY IS TO BE RETAINED, A NEW WPAFB 1402 MUST BE COMPLETED. CHECK THE BOX PROVIDED TO INDICATE THE APPOINTMENT IS BEING REVOKED.