

FA8240-18-C-7218\_BOA Flowdowns\_09-08-2022

**U.S. GOVERNMENT CLAUSES**

**Prime Contract/Basic Ordering Agreement (BOA) Number: FA8240-18-C-7218**

**Modification/Rev. N/A**

**Customer: JT4, LLC (JT4)**

**Various Programs (includes CRIIS, TCTS, TCTS II)**

**Date of Creation: 09-08-2022**

*The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.*

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**CAUSES INCORPORATED BY REFERENCE:**
**FAR CLAUSES**

Reference	Date	Clause
52.202-1	NOV 2013	Definitions
52.203-5	MAY 2014	Covenant Against Contingent Fees
52.203-3	APRIL 1984	Gratuities
52.203-6	JUNE 2020	Restrictions On Subcontractor Sales to The Government
52.203-7	JUNE 2020	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission and Recovery of funds for Illegal or Improper Activity
52.203-10	MAY 2014	Price or Fee Adjust. For Illegal or Improper Activity
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	JUNE 2020	Limitation On Payments to Influence Certain Federal Transactions
52.203-17	APRIL 2014	Contractor Employee Whistleblower rights requirement to inform Employees of Whistleblower rights
52.204-2	AUG 1996	Security Requirements
52.204-4	MAY 2011	Printed or Copied Double Sided on Postconsumer Fiber Content Paper
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-13	OCT 2018	System for Award Management Maintenance
52.204-14	OCT 2016	Service Contract Reporting Requirements
52.204-18	AUG 2020	Commercial and Government Entity Code
52.204-19	DEC 2014	Maintenance Incorporation by reference of Reqs and Certs
52.204-21	JUNE 2016	Basic Safeguarding of covered Contractor Information Systems
52.204-23	JULY 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	AUG 2020	Representations regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).
52.204-26	DEC 2019	Covered Telecommunications Equipment or Services
52.209-6	OCT 2015	Protecting the Govt Interest when Subcontracting w/ Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	OCT 2018	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	NOV 2015	Prohibition on contracting with Inverted Domestic Corporations
52.210-1	APRIL 2011	Market Research
52.211-5	AUG 2000	Material Requirements
52.211-15	APRIL 2008	Defense Priority and Allocation Requirements
52.215-2	OCT 2010	Audit and Records – Negotiation
52.215-11	AUG 2011	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-13	OCT 2010	Subcontractor Certified Cost or Pricing Data – Modifications with Deviation 2018-O0015 (May 2018)
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions
52.215-18	JULY 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions

Reference	Date	Clause
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-21	OCT 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Cost or Pricing Data Modifications
52.215-23	OCT 2009	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.216-7	AUG 2018	Allowable Cost and Payment
52.216-11	APRIL 1984	Cost Contract – No fee
52.217-9	MARCH 2000	Option to Extend term of Contract
52.219-8	NOV 2016	Utilization of Small Business Concerns
52.219-9	AUG 2018	Small Business Subcontracting Plan
52.219-16	JAN 1999	Liquidated Damages – Subcontracting Plan
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-2	JULY 1990	Payment for Overtime Premiums
52.222-3	JUNE 2003	Convict Labor
52.222-4	MAY 2014	Contract work hours and Safety Standards – Overtime Compensation
52.222-10	FEB 1988	Compliance with Copeland Act requirements
52.222-17	MAY 2014	Non-displacement of Qualified Workers
52.222-19	JULY 2020	Child Labor - Cooperation with Authorities and Remedies (DEV 2020-O-0019)
52.222-21	APRIL 2015	Prohibition of Segregated Facilities
52.222-26	SEPT 2016	Equal Opportunity
52.222-35	OCT 2015	Equal Opportunity for Veterans
52.222-36	JULY 2014	Equal Opportunity for Workers with Disabilities
52.222-37	FEB 2016	Employment Reports on Veterans and Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	MAY 2014	Service Contract Labor Standards
52.222-42	MAY 2014	Statement of Equivalent Rates for Federal Hires. <b>If applicable, contact Buyer's Procurement and/or Subcontracts Representative for published equivalent rate table.</b>
52.222-43	MAY 2014	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment Multi-year and Option Contracts
52.222-50	MARCH 2015	Combating Trafficking in Persons
52.222-54	OCT 2015	Employment Eligibility Verification
52.222-55	DEC 2015	Minimum Wages under EO 13658
52.222-62	JAN 2017	Paid Sick Leave under EO 13706
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
52.223-5	MAY 2011	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-10	MAY 2011	Waste reduction program
52.223-11	JUNE 2016	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.223-18	AUG 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-19	MAY 2011	Compliance with Environmental Management Systems
52.224-1	APRIL 1984	Privacy Act Notification
52.224-2	APRIL 1984	Privacy Act
52.224-3	APRIL 1984	Privacy Training
52.225-13	JUNE 2008	Restrictions on Certain Foreign Purchases
52.227-10	DEC 2007	Filing of Patent Applications - Classified Subject Matter and ALT I

Reference	Date	Clause
		(JUNE 1989)
52.228-5	JAN 1997	Insurance - Work on A Government Installation
52.229-3	FEB 2013	Federal, State and Local Taxes
52.230-2	OCT 2015	Cost Accounting Standards and (DEV 2018-O0015 MAY 2018)
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-11	APRIL 1984	Extras
52.232-17	MAY 2014	Interest
52.232-18	APRIL 1984	Availability of Funds
52.232-23	MAY 2014	Assignment of Claims
52.232-25	JAN 2017	Prompt Payment
52.232-40	DEC 2013	Providing Accelerated payments to Small Business Subcontractors
52.233-1	MAY 2014	Disputes
52.233-3	AUG 1996	Protest After Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.237-2	APRIL 1984	Protection of Government Buildings, Equipment and vegetation
52.237-3	JAN 1991	Continuity of Services
52.242-1	APRIL 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-5	JAN 2017	Payments to Small Business Subcontractors
52.242-13	JULY 1995	Bankruptcy
52.243-1	AUG 1987	Changes - Fixed-Price
52.243-1	APRIL 1984	Changes - Fixed-Price - Alternate II
52.244-2	JUNE 2020	Subcontracts
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	NOV 2017	Subcontracts for Commercial Items
52.245-1	JAN 2017	Government Property
52.245-9	APR 2012	Use and Charges
52.246-24 ALT I	April 1984	Limitation of Liability--High-Value Items – ALT I.
52.246-25	FEB 1997	Limitation of Liability - Services
52.247-63	JUNE 2003	Preference for U.S. Flag Air Carriers
52.247-67	FEB 2006	Submission of Transportation Documents for Audit
52.248-1	OCT 2010	Value Engineering
52.249-2	APRIL 2012	Termination for Convenience of The Government (Fixed-Price)
52.249-6	MAY 2004	Termination (Cost-Reimbursement)
52.249-8	APRIL 1984	Default (Fixed-Price Supply and Service)
52.249-14	APRIL 1984	Excusable Delays
52.251-1	APRIL 2012	Government Supply Sources
52.251-2	JAN 1991	Interagency Fleet Management System Vehicles and Related Services
52.252-2	FEB 1998	Clauses Incorporated by Reference
52.252-6	APRIL 1984	Authorized Deviations in Clauses
52.253-1	JAN 1991	Computer Generated Forms

**DFARS CLAUSES**

Reference	Date	Clause
252.203-7000	SEPT 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	DEC 2008	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	DEC 2012	Agency office of the Inspector General
252.203-7004	OCT 2016	Display of Hotline Posters
252.204-7000	OCT 2016	Disclosure of Information
252.204-7003	APR 1992	Control of Government Personnel Work Product
252.204-7005	NOV 2001	Oral Attestation of Security Responsibilities
252.204-7006	OCT 2005	Billing Instructions
252.204-7012	OCT 2019	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	MAY 2016	Notice of Authorized Disclosure of Information for Litigation Support
252.209-7004	OCT 2015	Subcontracting with Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism
252.211-7003	MARCH 2016	Item Unique Identification and Valuation
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEP 2010	Use of Government-Assigned Serial Numbers
252.216-7004	SEPT 2011	Award Fee Reduction or Denial for Jeopardizing Health or Safety of Government employees
252.216-7005	FEB 2011	Award Fee
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7002	MAY 1994	Safety Precautions for Ammunition and Explosives
252.223-7004	SEP 1988	Drug Free Work Force
252.223-7006	SEP 2014	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.223-7008	JUNE 2013	Prohibition of Hexavalent Chromium
252.225-7012	DEC 2017	Preference for Certain Domestic Commodities
252.225-7048	JUNE 2013	Prohibition on Procurement of Foreign made Unmanned Aircraft Systems (DEV 2020-O-0015)
252.226-7001	SEP 2004	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns
252.227-7013	FEB 2014	Rights in Technical Data – Non-Commercial Items. <b>Refer to the full text of this clause for legends.</b>
252.227-7014	FEB 2014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation. <b>Refer to the full text of this clause for legends.</b>
252.227-7016	JAN 2011	Rights in Bid or Proposal Information
252.227-7019	SEP 2016	Validation of Asserted Restrictions - Computer Software
252.227-7030	MARCH 2000	Technical Data - Withholding of Payment (10%)
252.227-7037	SEP 2016	Validation of Restrictive Markings on Technical Data
252.227-7038	JUNE 2012	Patent Rights – Ownership by the Contractor (Large business)
252.227-7039	APRIL 1990	Patents - Reporting of Subject Inventions
252.228-7001	JUNE 2010	Ground and Flight Risk
252.231-7000	DEC 1991	Supplemental Cost Principles

Reference	Date	Clause
252.232-7010	DEC 2006	Levies on Contract Payments
252.237-7010	JUNE 2013	Prohibition on Interrogation of Detainees by Contractor Personnel
252.239-7000	JUNE 2004	Protection Against Compromising Emanations
252.239-7001	JAN 2008	Information Assurance Contractor Training and Certification
252.239-7018	OCT 2015	Supply Chain Risk
252.242-7004	MAY 2011	Material Management and Accounting System
252.242-7005	FEB 2012	Contractor Business Systems
252.242-7006	FEB 2012	Accounting System Administration
252.243-7001	DEC 1991	Pricing of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	JUNE 2013	Subcontracts for Commercial Items
252.244-7001	MAY 2014	Contractor Purchasing System Administration
252.245-7001	APRIL 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	DEC 2017	Reporting Loss of Government Property
252.245-7003	APRIL 2012	Contractor Property Management System Administration
252.245-7004	DEC 2017	Reporting, Reutilization, and Disposal
252.246-7003	JUNE 2013	Notification of Potential Safety Issues
252.247-7023	APRIL 2014	Transportation of Supplies by Sea
252.251-7000	AUG 2012	Ordering from Government Supply Sources

**CLAUSES INCORPORATED IN FULL TEXT:****FAR 52.216-7 – ALLOWABLE COST AND PAYMENT (JUNE 2013).**

As prescribed in [16.307\(a\)](#), insert the following clause:

(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.

#### **52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**

Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

#### **52.223-11 OZONE DEPLETING SUBSTANCES and HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (DEC 2016).** As prescribed in [23.804\(a\)\(1\)](#), insert the following clause:

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

*Global warming potential* means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

*High global warming potential hydrofluorocarbons* means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at ( <http://www.epa.gov/snap/>).

*Hydrofluorocarbons* means compounds that only contain hydrogen, fluorine, and carbon.

*Ozone-depleting substance*, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by [42 U.S.C.7671j](#)(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

**Warning:** Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

(i) Type of hydrofluorocarbon (e.g., HFC-134 a, HFC-125, R-410 A, R-404 A, *etc.*);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after:

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

## **52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of all FAR, DFAR and other agency clauses may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

## **252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION (MARCH 2016)**

As prescribed in [211.274-6](#) (a)(1), use the following clause:

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or  
Exhibit Line Item Number Item Description

---



---



---

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

Contract Line, Subline, or  
Exhibit Line Item Number Item Description

---



---



---

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number \_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two-dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

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

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number *(fill in)* \_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

#### **252.237-7023 - CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (OCT 2010)**

The U.S. Government has identified all or a portion of the Contractor services performed under this Contract as essential contractor services in support of mission essential functions. Supplier or Seller to contact Buyer's designated procurement and/or subcontract representative to confirm if specified essential functions are applicable. 5352.201-9101 OMBUDSMAN (OCT 2019)

If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/DRU/AFRCO/SMC ombudsman/ombudsmen]. 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.