

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA8650-16-M-0000	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO. SEE CONTINUATION	5. PRIORITY DO-A7
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6. ISSUED BY AFRL/PK USAF/AFMC AFRL WRIGHT RESEARCH SITE 2130 EIGHTH STREET, BUILDING 45 WRIGHT-PATTERSON AFB OH 45433-7541 GAIL NYIKON 937-255-0263 gail.nyikon@us.af.mil	CODE	FA8650	7. ADMINISTERED BY (If Other than 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138 CASBOSTON@DCMA.MIL	CODE	S2206A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>
			SCD: C PAS: (NONE)			

9. CONTRACTOR  NAME AND ADDRESS	CODE		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE CONTINUATION	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED WOMEN-OWNED
					12. DISCOUNT ITEMS N	
					13. MAIL INVOICES TO ADDRESS IN BLOCK SEE BLOCK 15 (PAYMENT OFFICE)	

14. SHIP TO SEE CONTINUATION	CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPS P.O. BOX 182317 COLUMBUS OH 43218-2317  EFT:T	CODE	HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE	<input checked="" type="checkbox"/>	Reference your _____ furnish the following on items specified herein.			
<b>ACCEPTANCE.</b> THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies: **1**

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT

<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>	24. UNITED STATES OF AMERICA	25. TOTAL	\$150,000.00
BY: _____		29. DIFFERENCES	
		CONTRACTING/ORDERING OFFICER	

26. QUANTITY IN COLUMN 20 HAS BEEN			27. SHIP NO.	28. D.O. VOUCHER NO.	30. INITIALS
<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	PARTIAL FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
DATE SIGNATURE AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			COMPLETE	35. BILL OF LADING	
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		
			FINAL		

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**0001**

*Noun:* RESEARCH AND DATA

*NSN:* N - Not Applicable

*Descriptive Data:*

Conduct Research entitled "**(Insert title of program)**", dated DDMMYY, in accordance with Statement of Work (*to be incorporated by reference or attached to the purchase order as a separate document*).

The interim reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor of tasks in accomplishing the goals established in the program during this reporting period.

The Interim and Final Reports distributed under this purchase order shall contain the following Distribution Statement: Distribution B: "Distribution authorized to U.S. Government Agencies Only (fill in reason, for example, Proprietary Information or critical technology) (date of determination). Other requests for this document shall be referred to the AF Program Manager."

All technical documents that are determined to contain export-controlled technical data shall be marked "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 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25." When it is technically not feasible to use the entire statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001AA</b>		1	EST \$30,000.00
		Lot	EST \$30,000.00

*Noun:* INTERIM REPORT #1

*PSC:*

*NSN:* N - Not Applicable

*Contract type:* J - FIRM FIXED PRICE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

Conduct Research entitled "**(Insert title of program)**", dated DDMMYY, in accordance with Statement of Work (*to be incorporated by reference or attached to the purchase order as a separate document*).

The interim reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor of tasks in accomplishing the goals established in the program during this reporting period.

<b>0001AB</b>		1	EST \$30,000.00
		Lot	EST \$30,000.00

*Noun:* INTERIM REPORT #2

*PSC:*

*NSN:* N - Not Applicable

*Contract type:* J - FIRM FIXED PRICE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

Conduct Research entitled "**(Insert title of program)**", dated DDMMYY, in accordance with Statement of Work (*to be incorporated by reference or attached to the purchase order as a separate document*).

The interim reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor of tasks in accomplishing the goals established in the program during this reporting period.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001AC</b>		1	EST \$30,000.00
		Lot	EST \$30,000.00

*Noun:* INTERIM REPORT #3

*PSC:*

*NSN:* N - Not Applicable

*Contract type:* J - FIRM FIXED PRICE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

Conduct Research entitled "**(Insert title of program)**", dated DDMMYY, in accordance with Statement of Work (*to be incorporated by reference or attached to the purchase order as a separate document*).

The interim reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor of tasks in accomplishing the goals established in the program during this reporting period.

<b>0001AD</b>		1	EST \$30,000.00
		Lot	EST \$30,000.00

*Noun:* DRAFT FINAL REPORT

*PSC:*

*NSN:* N - Not Applicable

*Contract type:* J - FIRM FIXED PRICE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

The Draft Final Scientific and Technical Report shall describe and disseminate to the analytical, scientific and technical community the precise nature and results of the analytical studies, research, development, test and evaluation (RDT&E) on the assigned tasks(s). Reports must contain in detail the project objectives, work performed, results obtained, and estimates of technical feasibility. Scientific and technical reports may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or of technical problems. The Final Scientific and Technical Reports shall be submitted in accordance with the goals established in the program.

The American National Standards Institute (ANSI) based format guidelines, Attachment 1, is provided for use in preparing the report. A completed SF 298, "Report Documentation Page," shall be used as the first page of the report. This form is provided as Attachment 2. The form may also be prepared and printed from the DoD Electronic Submission Web site at <https://sbir.defensebusiness.org/>, or use Defense Technical Information Center (DTIC) submission resources at <http://www.dtic.mil/dtic/submit/howtosubmit/howtosubmit.html>.

SF 298 Preparation:

- 1) Blocks 2 through 7, 8 (if applicable), 9 through 14, and 17 of the SF 298 must be completed and submitted with the draft of the Final Report.

- 2) Block 12 (Distribution/Availability Statement) should state (for unclassified reports): "Distribution B: Distribution authorized to U.S. Government Agencies Only (fill in reason, for example, Proprietary Information or critical technology) (date of determination). Other request for this document shall be referred to the AF Program Manager."
- 3) Block 14 (Abstract) must include as the first sentence: "Report developed under SBIR contract for topic (insert solicitation topic number and follow the topic title, if possible)." The abstract must identify the purpose of the work and briefly describe the work carried out, the findings or results and the potential applications of the effort. Since the abstract will be published by DoD, it must not contain any proprietary or classified data.
- 4) Block 15 (Subject Terms) must include the term "SBIR Report"
- 5) Block 17 (Limitation of Abstract) must state "UU"

The "AF SBIR/STTR Program Phase I and II Certifications - Life Cycle Submission," must also be submitted with the draft final report. See Clause "Certifications After Award" for guidance.

The Draft Report shall consist of an editable MS Word Version of the technical report which shall be delivered on 2 CD-ROM; plus 2 paper copies of all printable materials (one CD and one paper copy to Program Manager and one CD and one paper copy to STINFO).

The Draft Report will be submitted to the addresses shown in accordance with the Supplies Schedule Data of this contract. Do not submit the final report directly to the Defense Technical Information Center (DTIC).

If the report is classified, the sponsoring DoD activity will provide special submission instructions. NOTE: The sponsoring DoD activity has final responsibility for providing DTIC with all applicable Phase I technical reports, classified and unclassified, developed under the SBIR Program, per DoD Directives 3200.12 (<http://www.dtic.mil/whs/directives/corres/thml/320012.htm>).

FOR AFRL TOPICS ONLY: The contractor shall also submit the All Purpose Checklist (Technical Quality Report) (Attachment 3) with the draft report.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b><u>FINAL SCIENTIFIC AND TECHNICAL REPORT</u></b>			
<b>0001AE</b>		1 Lot	EST \$30,000.00 EST \$30,000.00
	<i>Noun:</i>	FINAL SCIENTIFIC AND TECHNICAL REPORT	
	<i>PSC:</i>		
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

This Final Scientific and Technical Report shall be the corrected report that describes and disseminates to the analytical, scientific and technical community the precise nature and results of the analytical studies, research, development, test and evaluation (RDT&E) on the assigned task(s). Reports must contain in detail the project objectives, work performed, results obtained, and estimates of technical feasibility. Scientific and technical reports may be definitive for the subject presented, exploratory in nature, or an evaluation of a critical subsystem or of technical problems. The Final Scientific and Technical Report shall be submitted in accordance with the goals established in the program.

The American National Standards Institute (ANSI) based format guidelines, Attachment 1, is provided for use in preparing the report. A completed SF 298, "Report Documentation Page," (see Attachment 2) shall be used as the first page of the report. The contractor shall complete Blocks 2 through 7, 8 (if applicable), 9 through 14, and 17 of SF 298 and submit with the Final Report. See CLIN 0001AD Descriptive Data for further details.

Refer to DFARS 252.227-7018 (f) for marking requirements.

The Final Report shall consist of an editable MS Word Version of the technical report which shall be delivered on 2 CD-ROM; plus 2 paper copies of all printable materials (one CD and one paper copy to Program Manager and one CD and one paper copy to STINFO).

The Final Report will be submitted to the addresses shown in accordance with the Supplies Schedule Data of this contract. Do not submit the final report directly to the Defense Technical Information Center (DTIC).

If the report is classified, the sponsoring DoD activity will provide special submission instructions. NOTE: The sponsoring DoD activity has final responsibility for providing DTIC with all applicable Phase I technical reports, classified and unclassified, developed under the SBIR program, per DoD Directive 3200.12 (<http://www.dtic.mil/whs/directives/corres/html/320012.htm>).

FOR AFRL TOPICS ONLY: The contractor shall also submit the All Purpose Checklist (Technical Quality Report) (see Attachment 3) with the Final Report.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<b>0001AA</b>		1	BPN NO			15 Feb 2017

*Noun:* INTERIM REPORT #1

*Descriptive Data:*

The scheduled delivery date for Interim Report #1 is DDMMYYYY.

See CLIN 0001 for Distribution Statement and Export Control Warning Instructions.

Deliver report to the addresses stated below:

- 1) Insert AF Program Manager's name, address, e-mail and telephone number
- 2) Insert AF PCO's name, address, e-mail and telephone number - Letter of Transmittal Only
- 3) Insert DCMA ACO's name, address, e-mail and telephone number - Letter of Transmittal Only

Mark For: FA8650-16-M-XXXX, Program Name, Program Manager Name

<b>0001AB</b>		1	BPN NO			15 Mar 2017
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*Noun:* INTERIM REPORT #2

*Descriptive Data:*

The scheduled delivery date for Interim Report #2 is DDMMYYYY.

See CLIN 0001 for Distribution Statements and Export Control Warning Instructions.

Deliver report to the addresses stated below:

- 1) Insert AF Program Manager's name, address, e-mail and telephone number
- 2) Insert AF PCO's name, address, e-mail and telephone number - Letter of Transmittal Only
- 3) Insert DCMA ACO's name, address, e-mail and telephone number - Letter of Transmittal Only

Mark For: FA8650-16-M-XXXX, Program Name, Program Manager Name

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<b>0001AC</b>		1	BPN NO			14 Apr 2017

*Noun:* INTERIM REPORT #3

*Descriptive Data:*

The scheduled delivery date for Interim Report #3 is DDMMYYYYY.

See CLIN 0001 for Distribution Statements and Export Control Warnings.

Deliver report to the addresses stated below:

- 1) Insert AF Program Manager's name, address, e-mail and telephone number
- 2) Insert AF PCO's name, address, e-mail and telephone number - Letter of Transmittal Only
- 3) Insert DCMA ACO's name, address, e-mail and telephone number - Letter of Transmittal Only

Mark For: FA8650-16-M-XXXX, Program Name, Program Manager Name

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<b>0001AD</b>		1	BPN NO			15 May 2017

*Noun:* DRAFT FINAL REPORT

*Descriptive Data:*

The scheduled delivery date for the Draft Final Scientific and Technical Report is DDMMYYYY. Once received, the Air Force will take no more than 30 Calendar days to review, edit and return the DRAFT to the contractor. Upon receipt of the technically reviewed and edited draft, the contractor shall take no more than 30 calendar days to incorporate all required changes and deliver a FINAL SCIENTIFIC AND TECHNICAL REPORT.

See CLIN 0001 for Distribution Statement and Export Control Warning Instructions.

The "AF SBIR/STTR Program Phase I and II Certifications - Life Cycle Submission," must also be submitted with the draft final report. See Clause "Certifications After Award" for guidance.

Deliver report to the addresses stated below:

- 1) Insert AF Program Manager's name, address, and email, and telephone number (1 CD + 1 paper copy) -- In addition, provide "AF SBIR/STTR Program Phase I and II Certifications - Life Cycle Submission"
- 2) Insert STINFO address (1 CD + 1 paper copy)
- 3) Insert AF PCO's name, address, e-mail and telephone number - Letter of Transmittal Only (plus copy of AF SBIR/STTR Program Phase I and II Certifications - Life Cycle Submission)
- 4) Insert DCMA ACO's name, address, e-mail and telephone number - Letter of Transmittal Only

Mark For: FA8650-16-M-XXXX, Program Name, Program Manager Name

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<b>0001AE</b>		1	U			15 Jun 2017

*Noun:* FINAL SCIENTIFIC AND TECHNICAL REPORT

*Descriptive Data:*

The scheduled delivery date for the Final Scientific and Technical Report is DDMMYYYY. Upon receipt of the technically reviewed and edited draft, the contractor shall take no more than 30 calendar days to incorporate all required changes and deliver a FINAL SCIENTIFIC AND TECHNICAL REPORT.

See CLIN 0001 for Distribution Statement and Export Control Warning Instructions.

Deliver reports to the addresses stated below:

- 1) Insert AF Program Manager's name, address, e-mail and telephone number (1 CD + 1 paper copy)
- 2) Insert AF STINFO address (1 CD + 1 paper copy)
- 3) Insert AF PCO's name, address, e-mail and telephone number - Letter of Transmittal Only
- 4) Insert DCMA ACO's name, address, e-mail and telephone number - Letter of Transmittal Only

Mark For: FA8650-16-M-XXXX, Program Name, Program Manager Name

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.225-01	BUY AMERICAN - SUPPLIES (MAY 2014)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014)
52.232-02	Para (j), Communications: 'See Clause G014, Implementation of Patent Rights Clause' PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-25	PROMPT PAYMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
52.246-09	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
252.204-7000	DISCLOSURE OF INFORMATION (AUG 2013)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2011)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995) Para (a), name of contracting agency(ies): 'United States Air Force' Para (a), contract number(s): 'FA8650-16-M-0000'

Para (b), name of contracting agency(ies): 'United States Air Force'  
 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.213-04 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS). (MAR 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Feb 2016)

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies.

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 states and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a

Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(xii) 52.225-1, Buy American - Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xiv) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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 a clause may be accessed electronically at this address(es): <http://farsite.hill.af.mil>.

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any

supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

#### **52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

#### **252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN**

### **INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

### **252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)**

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense

information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239- 7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <<http://iase.disa.mil/pki/eca/Pages/index.aspx>>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor)

under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <<http://dibnet.dod.mil>> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

https://wawf.eb.mil/

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

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

(1) Document type. The Contractor shall use the following document type(s). Use Invoice and Receiving Report (Combo) to fulfill Clauses 52.232-02, Payments Under Fixed-Price Research and Development Contract; 252.232-7003, Electronic Submission of Payment Requests; 252.246-7000, Material Inspection and Receiving Report. In accordance with DFARS 252.246-7000, Material and Inspection and Receiving Report, use of WAWF-RA fulfills the requirements for submission of DD Form 250s..

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

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

(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 or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

\_\_\_\_\_

(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.

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

### **C. OTHER CONTRACT CLAUSES IN FULL TEXT**

#### **B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price \$150,000.00

Applicable to following Line Items: All CLINs

#### **G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (DEC 2007) (TAILORED)**

Reference: 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Dec 2007)  
52.227-11 Patent Rights - Ownership by the Contractor (Dec 2007)  
252.227-7039 Patents - Reporting of Subject Inventions (Apr 1990)

Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to both the Administrative Contracting Officer at the address located on the face of the contract, and to the Contracting Officer / Patent Administrator at det1.afrl.pk.patents@wpafb.af.mil <mailto:det1.afrl.pk.patents@wpafb.af.mil>, with a courtesy copy (cc:) to the government Program Manager/Project Engineer, within the timeframes specified in the clause. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting." Also include in the body of the e-mail the names of the Government Project Engineer/Program Manager and his/her office symbol. Contractors are highly encouraged to use DD Form 882, Report of Invention and Subcontracts to submit these reports. The DD Form 882 may also be used for the notification of an award of any subcontract(s) for experimental, developmental or research work which contain a "Patent Rights" clause.

All other notifications (e.g., disclosure of each subject invention to the contracting Officer within 2 months after the inventor discloses it) shall also be sent to the e-mail address above, with a cc: to the government Program Manager/Project Engineer.

This provision also constitutes the request for the following information for any subject invention for which the contractor has retained ownership, 1) the filing date, 2) serial number and title, 3) a copy of the patent application and 4) patent number and issue date. Submittal shall be to the contracting officer / patent administrator e-mail address listed above, with a cc: to the government Program Manager/Project Engineer.

#### **H110 CERTIFICATIONS AFTER AWARD (MAR 2014)**

In accordance with 13 CFR 121.705, SBIR/STTR Phase I and II awardees must certify they meet the eligibility requirements set forth in CFR 121.702. Section 9(j) of the Small Business Act requires the Small Business Administration (SBA) to issue the SBIR Policy Directive for conduct of the SBIR Program within the Federal Government. Sections 6(a)(1) and 8(h) of the Policy Directive require submission of certifications stating the firm's size, ownership, and other requirements of the SBIR/STTR Programs at the time of award (submitted with Air Force Phase I and II proposals) and at any other time set forth. Specifically:

a. FOR PHASE I: A new certification shall be completed, signed, and submitted to the Government Program Manager (PM) (identified in Attachment 5, SOW Supplemental Requirements), with the draft final report under a SBIR/STTR Phase I purchase order (P.O.). Also submit this certification to the PCO

identified in Block 6 of the cover page of the P.O. with the transmittal letter for the draft final report.

"The Air Force Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) Programs Phase I and II Certifications - Life Cycle Submission" template to be used for these submissions is available in the Small Business area under Certifications on the AF SBIR/STTR Site, <https://www.afsbirsttr.com/Proposals/Default.aspx>. Omission of the certification required with the draft final report will result in rejection of the deliverable package by the Government PM; it will be returned for correction. Corresponding payment will not be processed until the certifications are received.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	6		BASIC FORMAT REQUIREMENTS (ANSI-BASED FORMAT GUIDELINES)
ATTACHMENT 2	1		STANDARD FORM (SF) 298 AND INSTRUCTIONS
ATTACHMENT 3	2		ALL PURPOSE CHECKLIST - QUALITY TECHNICAL REPORT (AFRL ONLY)
ATTACHMENT 4	0		NON-PROPRIETARY SOW ENTITLED, "INSERT TITLE"
ATTACHMENT 5	2	26 JAN 2016	STATEMENT OF WORK (SOW) SUPPLEMENTAL REQUIREMENTS