Customer Contract Requirements

Customer Contract N00019-14-G-0017

252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.204-7003	Control of Government Personnel Work Product
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7006	Billing Instructions
252.205-7000	Provision of Information to Cooperative Agreement Holders
252.217-7028	Over and Above Work
252.225-7005	Identification of Expenditures in the United States
252.227-7000	Non-estoppel
252.227-7020	Rights in Special Works
252.227-7021	Rights in Data –Existing Works
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports

252.232-7010 Levies on Contract Payments 252.242-7004 Material Management and Accounting System 252.242-7005 Contractor Business Systems 252.242-7006 Accounting System Administration

252.245-7003 Contractor Property Management System Administration

252.245-7004 Reporting, Reutilization, and Disposal

DFARS Clauses:

FAR Clauses:

52.232-1

Payments

252.247-7028 Application of U.S. Government Shipping Documentation/Instruction

52.204-4 Printed or Copied Double-Sided Post Consumer Fiber Content Paper System for Award Management 52.204-7 52.204-13 System for Award Management Maintenance Contractor Use of Mandatory Sources of Supply or Services 52.208-9 Updates of Publicly Available Information Regarding Responsibility 52.209-9 Matters 52.210-1 Market Research Prohibition on Contracting with Inverted Domestic Corporations 52.209-10 Variation in Quantity 52.211-16 52.211-17 Delivery of Excess Quantities Order of Precedence – Uniform Contract Format 52.215-8 Small Disadvantaged Business Participation Program – Disadvantaged 52.219-25 Status and Reporting. Notification of Visa Denial 52.222-29 52.223-5 Pollution Prevention and Right-to-Know Information 52.223-10 Waste Reduction Program 52.227-3 Patent Indemnity 52.228-7 Insurance – Liability to Third Persons

52.232-8	Discounts for Prompt Payment
52.232-17	Interest
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.243-7	Notification of Changes
52.246-15	Certificate of Conformance
52.247-29	F.O.B. Origin
52.247-30	F.O.B. Origin, Contractor's Facility
52.247-34	F.O.B. Destination
52.247-48	F.O.B. Destination – Evidence of Shipment
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property
52.247-65	F.O.B. Origin, Prepaid Freight – Small Package Shipment
52.249-4	Termination for Convenience of the Government (Services)
52.251-1	Government Supply Sources

DFARS in Full Text

252.211-7005 Substitutions for Military or Federal Specifications and Standards

- (a) *Definition*. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook process.htm (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(to be specified in individual delivery orders)

SPI Process:	
Facility:	
Military or Federal Specification or Standard:	
Affected Contract Line Item Number, Subline Item	
Number, Component, or Element:	

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

252.232-7006 Wide Area Workflow Payment Instructions

(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 <u>252.232-7003</u>, 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).

(Contracting Officer: Insert applicable document type(s).

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.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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*

Troubing 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.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

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

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

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

252.235-7010 Acknowledgement of Support and Disclaimer

- (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Department of the Navy, Naval Air Systems Command under Contract No. N00019-13-G-0017.
- (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not

necessarily reflect the views of the Department of the Navy, Naval Air Systems Command.

252.251-7000 Ordering from Government Supply Sources

- (a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

- (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.
- (b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.
- (c) When placing orders for Government stock on a reimbursable basis, the Contractor shall—
- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's

authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

- (d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—
- (1) Comply with the requirements of the Contracting Officer's authorization; and
- (2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.
- (e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.
- (f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (as specified in individual delivery orders):

Government Remittance Address (as specified in individual delivery orders):

FARs in Full Text

52.217-6 Option for Increased Quantity

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within (to be specified in individual delivery orders). Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

52.217-7 Option for Increased Quantity – Separately Priced Line Item

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within (to be specified in individual delivery orders). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-8 Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (to be specified in individual delivery orders).

52.217-9 Option to Extend the Term of the Contract

- (a) The Government may extend the term of this contract by written notice to the Contractor within twelve (12) months from the date of the contract award; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seventeen (17) months.

52.252-2 Clauses Incorporated By Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/Far/Far1toc.htm#TopOfPage

52.252-6 Authorized Deviations in Clauses

(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.