

FEDERAL ACQUISITION CIRCULAR

May 30, 2014

Number 2005-74
Effective May 30, 2014
Looseleaf pages

Federal Acquisition Circular (FAC) 2005-74 is issued under the authority of the Secretary of Defense, the Administrator of General Services, and the Administrator for the National Aeronautics and Space Administration.

Unless otherwise specified, all Federal Acquisition Regulation (FAR) and other directive material contained in FAC 2005-74 is effective May 30, 2014 except for Item I which is effective November 1, 2014; and Items IV and V which are effective July 1, 2014.

(BLANK PAGE)

FAC 2005-74 List of Subjects

<u>Item</u>	<u>Title</u>	<u>Page</u>
I	Commercial and Government Entity Code	v
II	Repeal of the Recovery Act Reporting Requirements	v
III	Expansion of Applicability of the Senior Executive Compensation Benchmark	v & vi
IV	Contractor Comment Period, Past Performance Evaluations	vi
V	Defense Base Act	vii

(BLANK PAGE)

FAC 2005-74 SUMMARY OF ITEMS

Federal Acquisition Circular (FAC) 2005-74 amends the Federal Acquisition Regulation (FAR) as specified below:

Item I—Commercial and Government Entity Code (FAR Case 2012-024)

This final rule adds subpart 4.18, "Commercial and Government Entity Code," and related provisions and clauses, to the FAR. The new subpart requires the use of Commercial and Government Entity (CAGE) codes, including North Atlantic Treaty Organization (NATO) Cage (NCAGE) codes for foreign entities, for awards valued above the micro-purchase threshold. The final rule also requires offerors, if owned by another entity, to identify that entity during System for Award Management (SAM) registration. The rule effective date is November 1, 2014.

Replacement pages: THE PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF November 1, 2014.

Item II—Repeal of the Recovery Act Reporting Requirements (FAR Case 2014-016)

This final rule adopts as final, with changes, two interim rules published on March 31, 2009, and July 2, 2010, under FAR case numbers 2009-009 and 2010-008. The interim rules amended the FAR to implement reporting requirements of the American Recovery and Reinvestment Act in subpart 4.15, 42.15, and clause 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements. Future reporting requirements after January 31, 2014, were repealed by section 627 of Division E of the Consolidated Appropriations Act, FY 2014 (Pub. L. 113-76). The reporting website has closed for future reporting. This rule does not change the reporting required by the Federal Funding Accountability and Transparency Act of 2006 (FFATA) on existing contracts, as implemented in FAR subpart 4.14 and clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards. Therefore, contractors and agencies are still required to continue their FFATA reporting on existing contracts, as implemented in FAR subpart 4.14 and clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards.

Replacement pages: TOC pp. 4-1 and 4-2; 4.15-1 and 4.15-2; TOC pp. 52-1 and 52-2; 52.2-12.3 thru 52.2-12.8; and 52.2-37 and 52.2-38.

Item III—Expansion of Applicability of the Senior Executive Compensation Benchmark (FAR Case 2012-017)

This final rule adopts, without change, the interim rule published on June 26, 2013, at 78 FR 38535. The interim final rule

amended the FAR by expanding the reach of the limitation on allowability of compensation for certain contractor personnel from a contractor's five most highly paid executives to all employees, but only for contracts with the Department of Defense (DoD), the National Aeronautical and Space Administration (NASA), and Coast Guard. The interim rule implemented section 803 of the National Defense Authorization Act for Fiscal Year 2012 (Pub L 112-81). Prior to the interim rule, this limitation on the allowability of compensation, which is an amount set annually by the Office of Federal Procurement Policy, applied only to a contractor's five most highly paid executives at each of their home office(s) and any segments that report directly to the contractors headquarters, and covered all Federal agencies. Under the interim and this final rule, the application of this limitation to a contractor's five most highly paid executives continues for agencies other than DoD, NASA, and the Coast Guard. Because most contracts awarded to small businesses are awarded on a competitive, fixed-price basis, the impact of this compensation limitation on small businesses will be minimal.

Replacement pages: None.

Item IV—Contractor Comment Period, Past Performance Evaluations (FAR Case 2012-028)

This final rule implements sections 853 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) and 806 of the NDAA for FY 2012 (Pub. L. 112-81, enacted December 31, 2011; 10 U.S.C. 2302 Note). These statutes require the Government to provide past performance information to source selection officials more quickly and to give contractors 14 calendar days from the date of delivery of past performance evaluations to submit comments, rebuttals, or additional information for inclusion in the past performance database. The evaluations will be posted to the database no later than 14 days after the evaluations are provided to the contractor. If a contractor has submitted comments to the Government and the Government has not closed the evaluation (i.e., reconciled the comments), the evaluation as well as any contractor comment will be posted to the database automatically 14 days after the evaluations are provided to the contractor. In this case, the database will apply a "Contractor Comment Pending Government Review" notification to the evaluation. Once the Government completes the evaluation, the database will be updated the following day and remove this notification. Contractors will also still be allowed to submit comments after the 14-day period.

Replacement pages: THE 30 DAY PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF July 1, 2014.

Item V—Defense Base Act (FAR Case 2012-016)

This final rule amends the FAR to clarify contractor and subcontractor responsibilities to obtain workers' compensation insurance or to qualify as a self-insurer, and other requirements, under the terms of the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 901, et seq.) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.). This Act provides disability compensation, medical benefits, and death benefits, for certain employment outside of the United States. The rule only clarifies the current responsibilities of contractors under the Defense Base Act and Department of Labor (DOL) regulations, and does not initiate or impose any new administrative or performance requirements. This final rule has no impact on small business entities since it is merely clarifying already existing statutory and DOL regulatory requirements, and imposes no new requirements.

Replacement pages: THE 30 DAY PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF July 1, 2014.

FAC 2005-74 FILING INSTRUCTIONS

NOTE: The FAR is segmented by subparts. The FAR page numbers reflect FAR Subparts. For example, "4.15-1" is page 1 of subpart 4.15.

Remove Pages

TOC Part 4
pp. 4-1 and 4-2
4.15-1 and 4.15-2

42.15-1 and 42.15-2

Part 52 TOC
pp. 52-1 and 52-2
52.2-12.3 thru 52.2-12.8
52.2-37 and 52.2-38

Matrix
pp. 52.3-3 and 52.3-4

Insert Pages

TOC Part 4
pp. 4-1 and 4-2
4.15-1 and 4.15-2

42.15-1 and 42.15-2

Part 52 TOC
pp. 52-1 and 52-2
52.2-12.3 thru 52.2-12.6
52.2-37 and 52.2-38

Matrix
pp. 52.3-3 and 52.3-4

PART 4—ADMINISTRATIVE MATTERS

Sec.

4.000 Scope of part.

4.001 Definition.

Subpart 4.1—Contract Execution

4.101 Contracting officer's signature.

4.102 Contractor's signature.

4.103 Contract clause.

Subpart 4.2—Contract Distribution

4.201 Procedures.

4.202 Agency distribution requirements.

4.203 Taxpayer identification information.

Subpart 4.3—Paper Documents

4.300 Scope of subpart.

4.301 Definition.

4.302 Policy.

4.303 Contract clause.

Subpart 4.4—Safeguarding Classified Information Within Industry

4.401 [Reserved]

4.402 General.

4.403 Responsibilities of contracting officers.

4.404 Contract clause.

Subpart 4.5—Electronic Commerce in Contracting

4.500 Scope of subpart.

4.501 [Reserved]

4.502 Policy.

Subpart 4.6—Contract Reporting

4.600 Scope of subpart.

4.601 Definitions.

4.602 General.

4.603 Policy.

4.604 Responsibilities.

4.605 Procedures.

4.606 Reporting Data.

4.607 Solicitation provisions and contract clause.

Subpart 4.7—Contractor Records Retention

4.700 Scope of subpart.

4.701 Purpose.

4.702 Applicability.

4.703 Policy.

4.704 Calculation of retention periods.

4.705 Specific retention periods.

4.705-1 Financial and cost accounting records.

4.705-2 Pay administration records.

4.705-3 Acquisition and supply records.

Subpart 4.8—Government Contract Files

4.800 Scope of subpart.

4.801 General.

4.802 Contract files.

4.803 Contents of contract files.

4.804 Closeout of contract files.

4.804-1 Closeout by the office administering the contract.

4.804-2 Closeout of the contracting office files if another office administers the contract.

4.804-3 Closeout of paying office contract files.

4.804-4 Physically completed contracts.

4.804-5 Procedures for closing out contract files.

4.805 Storage, handling, and disposal of contract files.

Subpart 4.9—Taxpayer Identification Number Information

4.900 Scope of subpart.

4.901 Definition.

4.902 General.

4.903 Reporting contract information to the IRS.

4.904 Reporting payment information to the IRS.

4.905 Solicitation provision.

Subpart 4.10—Contract Line Items

4.1001 Policy.

Subpart 4.11—System for Award Management

4.1100 Scope.

4.1101 Definition.

4.1102 Policy.

4.1103 Procedures.

4.1104 Disaster Response Registry.

4.1105 Solicitation provision and contract clauses.

Subpart 4.12—Representations and Certifications

4.1200 Scope.

4.1201 Policy.

4.1202 Solicitation provision and contract clause.

Subpart 4.13—Personal Identity Verification

4.1300 Scope of subpart.

4.1301 Policy.

4.1302 Acquisition of approved products and services for personal identity verification.

4.1303 Contract clause.

Subpart 4.14—Reporting Executive Compensation and First-Tier Subcontract Awards

4.1400 Scope of subpart.

4.1401 Applicability.

- 4.1402 Procedures.
- 4.1403 Contract clause.

- 4.1601 Policy.
- 4.1602 Identifying the PIID and supplementary PIID.

Subpart 4.15—[Reserved]

- 4.1500 [Reserved]
- 4.1501 [Reserved]
- 4.1502 [Reserved]

Subpart 4.16—Unique Procurement Instrument Identifiers

- 4.1600 Scope of subpart.

Subpart 4.17—Service Contracts Inventory

- 4.1700 Scope of subpart.
- 4.1701 Definitions.
- 4.1702 Applicability.
- 4.1703 Reporting requirements.
- 4.1704 Contracting officer responsibilities.
- 4.1705 Contract clauses.

Subpart 4.15—[Reserved]

4.1500 [Reserved]

4.1501 [Reserved]

4.1502 [Reserved]

This page intentionally left blank.

Subpart 42.15—Contractor Performance Information

42.1500 Scope of subpart.

This subpart provides policies and establishes responsibilities for recording and maintaining contractor performance information. This subpart does not apply to procedures used by agencies in determining fees under award or incentive fee contracts. See subpart [16.4](#). However, the fee amount paid to contractors should be reflective of the contractor's performance and the past performance evaluation should closely parallel and be consistent with the fee determinations.

42.1501 General.

(a) Past performance information (including the ratings and supporting narratives) is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts or orders. It includes, for example, the contractor's record of—

- (1) Conforming to requirements and to standards of good workmanship;
- (2) Forecasting and controlling costs;
- (3) Adherence to schedules, including the administrative aspects of performance;
- (4) Reasonable and cooperative behavior and commitment to customer satisfaction;
- (5) Reporting into databases (see subpart [4.14](#), and reporting requirements in the solicitation provisions and clauses referenced in [9.104-7](#));
- (6) Integrity and business ethics; and
- (7) Business-like concern for the interest of the customer.

(b) Agencies shall monitor their compliance with the past performance evaluation requirements (see [42.1502](#)), and use the Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS) metric tools to measure the quality and timely reporting of past performance information.

42.1502 Policy.

(a) *General.* Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders for supplies, services, research and development, and contingency operations, including contracts and orders performed inside and outside the United States, with the exception of architect-engineer and construction contracts or orders, which will still be reported into the Architect-Engineer Contract Administration Support System (ACASS) and Construction Contractor Appraisal Support System (CCASS) databases of CPARS. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information

shall be entered into CPARS, the Governmentwide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at <http://www.cpars.gov/>.

(b) *Contracts.* Except as provided in paragraphs (e), (f), and (h) of this section, agencies shall prepare evaluations of contractor performance for each contract (as defined in FAR part 2) that exceeds the simplified acquisition threshold and for each order that exceeds the simplified acquisition threshold. Agencies are required to prepare an evaluation if a modification to the contract causes the dollar amount to exceed the simplified acquisition threshold.

(c) *Orders under multiple-agency contracts.* Agencies shall prepare an evaluation of contractor performance for each order that exceeds the simplified acquisition threshold that is placed under a Federal Supply Schedule contract or placed under a task-order contract or a delivery-order contract awarded by another agency (*i.e.*, Governmentwide acquisition contract or multi-agency contract). Agencies placing orders under their own multiple-agency contract shall also prepare evaluations for their own orders. This evaluation shall not consider the requirements under paragraph (g) of this section. Agencies are required to prepare an evaluation if a modification to the order causes the dollar amount to exceed the simplified acquisition threshold.

(d) *Orders under single-agency contracts.* For single-agency task-order and delivery-order contracts, the contracting officer may require performance evaluations for each order in excess of the simplified acquisition threshold when such evaluations would produce more useful past performance information for source selection officials than that contained in the overall contract evaluation (*e.g.*, when the scope of the basic contract is very broad and the nature of individual orders could be significantly different). This evaluation need not consider the requirements under paragraph (g) of this section unless the contracting officer deems it appropriate.

(e) Past performance evaluations shall be prepared for each construction contract of \$650,000 or more, and for each construction contract terminated for default regardless of contract value. Past performance evaluations may also be prepared for construction contracts below \$650,000.

(f) Past performance evaluations shall be prepared for each architect-engineer services contract of \$30,000 or more, and for each architect-engineer services contract that is terminated for default regardless of contract value. Past performance evaluations may also be prepared for architect-engineer services contracts below \$30,000.

(g) Past performance evaluations shall include an assessment of contractor performance against, and efforts to achieve, the goals identified in the small business subcontracting plan when the contract includes the clause at [52.219-9](#), Small Business Subcontracting Plan.

(h) Agencies shall not evaluate performance for contracts awarded under [Subpart 8.7](#).

(i) Agencies shall promptly report other contractor information in accordance with [42.1503\(h\)](#).

42.1503 Procedures.

(a)(1) Agencies shall assign responsibility and management accountability for the completeness of past performance submissions. Agency procedures for the past performance evaluation system shall—

(i) Generally provide for input to the evaluations from the technical office, contracting office, program management office and, where appropriate, quality assurance and end users of the product or service;

(ii) Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and

(iii) Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on PPIRS.

(2) If agency procedures do not specify the individuals responsible for past performance evaluation duties, the contracting officer is responsible for this function.

(3) Interim evaluations may be prepared as required, in accordance with agency procedures.

(b)(1) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(2) Evaluation factors for each assessment shall include, at a minimum, the following:

(i) Technical (quality of product or service).

(ii) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).

(iii) Schedule/timeliness.

(iv) Management or business relations.

(v) Small business subcontracting (as applicable, see Table 42-2).

(vi) Other (as applicable) (*e.g.*, late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure

to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

(3) Evaluation factors may include subfactors.

(4) Each factor and subfactor used shall be evaluated and a supporting narrative provided. Each evaluation factor, as listed in paragraph (b)(2) of this section, shall be rated in accordance with a five scale rating system (*i.e.*, exceptional, very good, satisfactory, marginal, and unsatisfactory). The ratings and narratives must reflect the definitions in the tables 42-1 or 42-2 of this section.

(c)(1) When the contract provides for incentive fees, the incentive-fee contract performance evaluation shall be entered into CPARS.

(2) When the contract provides for award fee, the award fee-contract performance adjectival rating as described in [16.401\(e\)\(3\)](#) shall be entered into CPARS.

(d) Agency evaluations of contractor performance, including both negative and positive evaluations, prepared under this subpart shall be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will receive a CPARS-system generated notification when an evaluation is ready for comment. Contractors shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. Agencies shall provide for review at a level above the contracting officer to consider disagreements between the parties regarding the evaluation. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. These evaluations may be used to support future award decisions, and should therefore be marked "Source Selection Information". Evaluation of Federal Prison Industries (FPI) performance may be used to support a waiver request (see [8.604](#)) when FPI is a mandatory source in accordance with subpart [8.6](#). The completed evaluation shall not be released to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations. Evaluations used in determining award or incentive fee payments may also be used to satisfy the requirements of this subpart. A copy of the annual or final past performance evaluation shall be provided to the contractor as soon as it is finalized.

(e) Agencies shall require frequent evaluation (*e.g.*, monthly, quarterly) of agency compliance with the reporting requirements in 42.1502, so agencies can readily identify delinquent past performance reports and monitor their reports for quality control.

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Sec.

- 52.000 Scope of part.
- Subpart 52.1—Instructions for Using Provisions and Clauses**
- 52.100 Scope of subpart.
- 52.101 Using Part 52.
- 52.102 Incorporating provisions and clauses.
- 52.103 Identification of provisions and clauses.
- 52.104 Procedures for modifying and completing provisions and clauses.
- 52.105 Procedures for using alternates.
- 52.106 [Reserved]
- 52.107 Provisions and clauses prescribed in [Subpart 52.1](#).
- Subpart 52.2—Text of Provisions and Clauses**
- 52.200 Scope of subpart.
- 52.201 [Reserved]
- 52.202-1 Definitions.
- 52.203-1 [Reserved]
- 52.203-2 Certificate of Independent Price Determination.
- 52.203-3 Gratuities.
- 52.203-4 [Reserved]
- 52.203-5 Covenant Against Contingent Fees.
- 52.203-6 Restrictions on Subcontractor Sales to the Government.
- 52.203-7 Anti-Kickback Procedures.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
- 52.203-9 [Reserved]
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
- 52.203-13 Contractor Code of Business Ethics and Conduct.
- 52.203-14 Display of Hotline Poster(s).
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
- 52.203-16 Preventing Personal Conflicts of Interest.
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
- 52.204-1 Approval of Contract.
- 52.204-2 Security Requirements.
- 52.204-3 Taxpayer Identification.
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.
- 52.204-5 Women-Owned Business (Other Than Small Business).
- 52.204-6 Data Universal Numbering System Number.
- 52.204-7 System for Award Management.
- 52.204-8 Annual Representations and Certifications.
- 52.204-9 Personal Identity Verification of Contractor Personnel.
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.
- 52.204-11 [Reserved]
- 52.204-12 Data Universal Numbering System Number Maintenance.
- 52.204-13 System for Award Management Maintenance.
- 52.204-14 Service Contract Reporting Requirements.
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.
- 52.205 [Reserved]
- 52.206 [Reserved]
- 52.207-1 Notice of Standard Competition.
- 52.207-2 Notice of Streamlined Competition.
- 52.207-3 Right of First Refusal of Employment.
- 52.207-4 Economic Purchase Quantity—Supplies.
- 52.207-5 Option to Purchase Equipment.
- 52.208-1 [Reserved]
- 52.208-2 [Reserved]
- 52.208-3 [Reserved]
- 52.208-4 Vehicle Lease Payments.
- 52.208-5 Condition of Leased Vehicles.
- 52.208-6 Marking of Leased Vehicles.
- 52.208-7 Tagging of Leased Vehicles.
- 52.208-8 Required Sources for Helium and Helium Usage Data.
- 52.208-9 Contractor Use of Mandatory Sources of Supply or Services.
- 52.209-1 Qualification Requirements.
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- 52.209-3 First Article Approval—Contractor Testing.
- 52.209-4 First Article Approval—Government Testing.
- 52.209-5 Certification Regarding Responsibility Matters.
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- 52.209-7 Information Regarding Responsibility Matters.
- 52.209-8 [Reserved]
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.
- 52.210 [Reserved]
- 52.210-1 Market Research.
- 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29.
- 52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST).

-
- 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.
 - 52.211-4 Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.
 - 52.211-5 Material Requirements.
 - 52.211-6 Brand Name or Equal.
 - 52.211-7 Alternatives to Government-Unique Standards.
 - 52.211-8 Time of Delivery.
 - 52.211-9 Desired and Required Time of Delivery.
 - 52.211-10 Commencement, Prosecution, and Completion of Work.
 - 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development.
 - 52.211-12 Liquidated Damages—Construction.
 - 52.211-13 Time Extensions.
 - 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.
 - 52.211-15 Defense Priority and Allocation Requirements.
 - 52.211-16 Variation in Quantity.
 - 52.211-17 Delivery of Excess Quantities.
 - 52.211-18 Variation in Estimated Quantity.
 - 52.212-1 Instructions to Offerors—Commercial Items.
 - 52.212-2 Evaluation—Commercial Items.
 - 52.212-3 Offeror Representations and Certifications—Commercial Items.
 - 52.212-4 Contract Terms and Conditions—Commercial Items.
 - 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
 - 52.213-1 Fast Payment Procedure.
 - 52.213-2 Invoices.
 - 52.213-3 Notice to Supplier.
 - 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).
 - 52.214-1 [Reserved]
 - 52.214-2 [Reserved]
 - 52.214-3 Amendments to Invitations for Bids.
 - 52.214-4 False Statements in Bids.
 - 52.214-5 Submission of Bids.
 - 52.214-6 Explanation to Prospective Bidders.
 - 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids.
 - 52.214-8 [Reserved]
 - 52.214-9 [Reserved]
 - 52.214-10 Contract Award—Sealed Bidding.
 - 52.214-11 [Reserved]
 - 52.214-12 Preparation of Bids.
 - 52.214-13 Telegraphic Bids.
 - 52.214-14 Place of Performance—Sealed Bidding.
 - 52.214-15 Period for Acceptance of Bids.
 - 52.214-16 Minimum Bid Acceptance Period.
 - 52.214-17 [Reserved]
 - 52.214-18 Preparation of Bids—Construction.
 - 52.214-19 Contract Award—Sealed Bidding—Construction.
 - 52.214-20 Bid Samples.
 - 52.214-21 Descriptive Literature.
 - 52.214-22 Evaluation of Bids for Multiple Awards.
 - 52.214-23 Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding.
 - 52.214-24 Multiple Technical Proposals.
 - 52.214-25 Step Two of Two-Step Sealed Bidding.
 - 52.214-26 Audit and Records—Sealed Bidding.
 - 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data—Modifications—Sealed Bidding.
 - 52.214-28 Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding.
 - 52.214-29 Order of Precedence—Sealed Bidding.
 - 52.214-30 [Reserved]
 - 52.214-31 Facsimile Bids.
 - 52.214-32 [Reserved]
 - 52.214-33 [Reserved]
 - 52.214-34 Submission of Offers in the English Language.
 - 52.214-35 Submission of Offers in U.S. Currency.
 - 52.215-1 Instructions to Offerors—Competitive Acquisition.
 - 52.215-2 Audit and Records—Negotiation.
 - 52.215-3 Request for Information or Solicitation for Planning Purposes.
 - 52.215-4 [Reserved]
 - 52.215-5 Facsimile Proposals.
 - 52.215-6 Place of Performance.
 - 52.215-7 [Reserved]
 - 52.215-8 Order of Precedence—Uniform Contract Format.
 - 52.215-9 Changes or Additions to Make-or-Buy Program.
 - 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data.
 - 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data—Modifications.
 - 52.215-12 Subcontractor Certified Cost or Pricing Data.
 - 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications.
 - 52.215-14 Integrity of Unit Prices.
 - 52.215-15 Pension Adjustments and Asset Reversions.
 - 52.215-16 Facilities Capital Cost of Money.
 - 52.215-17 Waiver of Facilities Capital Cost of Money.
 - 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.
 - 52.215-19 Notification of Ownership Changes.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor’s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor’s preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor’s preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be pre-populated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-11 [Reserved]

52.204-12 Data Universal Numbering System Number Maintenance.

As prescribed in [4.607\(c\)](#), insert the following clause:

DATA UNIVERSAL NUMBERING SYSTEM NUMBER
MAINTENANCE (DEC 2012)

(a) *Definition.* “Data Universal Numbering System (DUNS) number,” as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

(End of clause)

52.204-13 System for Award Management Maintenance.

As prescribed in [4.1105\(b\)](#), use the following clause:

SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.

(JUL 2013)

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.
“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee

and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to

be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.204-14 Service Contract Reporting Requirements.

As prescribed in [4.1705\(a\)](#), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) Definition.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropri-

ate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.

As prescribed in [4.1705\(b\)](#), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)

(a) Definitions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal

year (October 1-September 30) under this contract for orders that exceed the thresholds established in [4.1703\(a\)\(2\)](#).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.205 [Reserved]

52.206 [Reserved]

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

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

(B) Affected contract number and delivery order number, if applicable;

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

(D) Contractor point of contact.

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

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the

Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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.

(m) *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.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).

— Alternate I (AUG 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

— (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) ([41 U.S.C. 3509](#))).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

— (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

— (5) [Reserved].

— (6) [52.204-14](#), Service Contract Reporting Requirements (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).

— (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).

— (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) ([31 U.S.C. 6101 note](#)).

— (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) ([41 U.S.C. 2313](#)).

— (10) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of

52.301 Solicitation provisions and contract clauses (Matrix).

Type of Contract:	Provision or Clause	Contract Purpose:	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
P or C	=	Provision or Clause	=	=	=	=	=	=	=	=
IBR	=	Is Incorporation by Reference Authorized? (See FAR 52.102)	=	=	=	=	=	=	=	=
UCF	=	Uniform Contract Format Section, when Applicable	=	=	=	=	=	=	=	=
FP SUP	=	Fixed-Price Supply	=	=	=	=	=	=	=	=
CR SUP	=	Cost-Reimbursement Supply	=	=	=	=	=	=	=	=
FP R&D	=	Fixed-Price Research & Development	=	=	=	=	=	=	=	=
CR R&D	=	Cost Reimbursement Research & Development	=	=	=	=	=	=	=	=
FP SVC	=	Fixed-Price Service	=	=	=	=	=	=	=	=
CR SVC	=	Cost Reimbursement Service	=	=	=	=	=	=	=	=
FP CON	=	Fixed-Price Construction	=	=	=	=	=	=	=	=
CR CON	=	Cost Reimbursement Construction	=	=	=	=	=	=	=	=
T&M LH	=	Time & Material/Labor Hours	=	=	=	=	=	=	=	=
LMV	=	Leasing of Motor Vehicles	=	=	=	=	=	=	=	=
COM SVC	=	Communication Services	=	=	=	=	=	=	=	=

PROVISION OR CLAUSE	PRESCRIBED IN	P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
52.202-1 Definitions.	2.201	C	Yes	I	R	R	A	R	R	R	A	R	R	R	R	R	R	R	R	R	R	R	R
52.203-2 Certificate of Independent Price Determination.	3.103-1	P	No	K	A		A		A		A			A	A	A	A	A	A	A	A	A	A
52.203-3 Gratuities.	3.202	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-5 Covenant Against Contingent Fees.	3.404	C	Yes	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
52.203-6 Restrictions on Subcontractor Sales to the Government.	3.503-2	C	Yes	I	R	R			R										R				R
Alternate 1	3.503-2	C	Yes																				R
52.203-7 Anti-Kickback Procedures.	3.502-3	C	Yes	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	3.104-9(a)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.	3.104-9(b)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	3.808(a)	P	Yes	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.	3.808(b)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-13 Contractor Code of Business Ethics and Conduct.	3.1004(a)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-14 Display of Hotline Poster(s).	3.1004(b)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	3.907-7	C	Yes	Yes	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

PROVISION OR CLAUSE	PRESCRIBED IN	P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
52.203-16 Preventing Personal Conflicts of Interest.	3.1106	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	3.908-9	C	Yes	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
52.204-1 Approval of Contract.	4.103	C	No	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-2 Security Requirements.	4.404(a)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	4.404(b)	C	Yes	I					A														
Alternate II	4.404(c)	C	Yes	I							A						A						
52.204-3 Taxpayer Identification.	4.905	P	No	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	4.303	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-5 Women-Owned Business (Other Than Small Business)	4.607(b)	P	Yes	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-6 Data Universal Numbering System Number.	4.607(b)	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-7 System for Award Management.	4.1105(a)(1)	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	4.1105(a)(2)	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-8 Annual Representations and Certifications	4.1202	P	No	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-9 Personal Identity Verification of Contractor Personnel.	4.1303	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.	4.1403(a)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-11 [Reserved]																							
52.204-12 Data Universal Numbering System Number Maintenance.	4.607(c)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-13 System for Award Management Maintenance.	4.1105(b)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-14 Service Contract Reporting Requirements.	4.1705(a)	C	Yes						A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	4.1705(b)	C	Yes						A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.207-1 Notice of Standard Competition.	7.305(a)	P	Yes	L	A				A					A									
52.207-2 Notice of Streamlined Competition.	7.305(b)	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.207-3 Right of First Refusal of Employment.	7.305(c)	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.207-4 Economic Purchase Quantity—Supplies.	7.203	P	No	K	A																		A
52.207-5 Option to Purchase Equipment.	7.404	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
52.208-4 Vehicle Lease Payments.	8.1104(a)	C	Yes	I										A									A