

Attachment 1
September 21, 2023

License Agreement Terms and Conditions

A. Data Disclosure. (b)(4)

(b)(4)

(b)(4) Nothing in this Contract is meant to prohibit DTRA from using the information to benefit the security or systems administration of a third party that is not a party to this Contract, provided that in doing so DTRA does not disclose the source of the information.

B. Period of Performance. Upon execution, this contract shall be in force from contract award for a period of one (1) year for the identified tools.

C. Support. Up to 20 hours of telephonic technical support for resolution of integration issues is included for each contract period.

D. SLA. Each Service includes a service level agreement (SLA) stipulating restoration of data feeds within eight (8) hours should the web site and/or servers not be accessible.

E. Training. Up to three training sessions may be conducted for all account holders with Augury subscriptions.

F. Commercial License. Argonne Ridge Group hereby grants to DTRA a worldwide, non-exclusive irrevocable, sublicensable right to make the derivative works of the Argonne Ridge Group data available to DTRA's end-user customers for use solely as part of the Authorized Products and in support of DTRA's mission area(s). (b)(4)

(b)(4)

G. Ownership. (b)(4)

(b)(4)

(b)(4)

H. Reservation. The rights holder expressly reserves all rights not expressly granted herein.

I. Payment Instructions. DTRA shall pay Argonne Ridge Group, LLC net 30 days from receipt of proper invoice in accordance with electronic submission procedures. Argonne Ridge Group's remit to address, if election is made to **not** transfer payment electronically, is:

Name: Argonne Ridge Group, LLC Attn: Accounts Receivable
Address: 901 International Parkway, Suite 350, Lake Mary, FL 32746
USA Phone: 1-847-378-3313
Fax: 1-407-878-7830

J. Information is Submitted in Good Faith, but Otherwise is Without Warranty. In order to encourage the timely dissemination of information, Argonne Ridge Group will make every reasonable effort to evaluate or verify information submitted to DTRA. Nothing contained in this Contract shall constitute any representation or warranty, express or implied, by Argonne Ridge Group with respect to the legitimate, or non-infringing, ownership of the information by the Argonne Ridge Group as against the patent, copyright, or other property rights of third parties. Argonne Ridge Group agrees that they will not submit information that they know at the time of submission to be false, and that they will submit information only in good faith.

K. Information is Received Without Expectation of Warranty. DTRA acknowledges and agrees that information submitted may be unevaluated and unverified, and that to the same extent as provided in the preceding paragraph, no such information or communications shall constitute any representation or warranty. DTRA acknowledges and agrees that they must use their own judgment in assessing the nature and accuracy of all the information.

L. Partnership Listing and Press Releases. Neither party shall make any press releases or public statement about the other party, nor the Data exchanged, without the prior written consent of the other party.

Protection of Sensitive Information

M. Sensitive Information Defined. (b)(4)

(b)(4)

(b)(4)

O. Argonne Ridge Group May Specifically Designate Information for Further Disclosure. (b)(4)

(b)(4)

P. Proprietary Information Disclosed Under a Prior Non-Disclosure Contract Retains Its Proprietary Status. Information disclosed by Argonne Ridge Group prior to the effective date of this Contract pursuant to the terms of a prior non-disclosure or similar agreement between the parties, the disclosure of which information (whether termed confidential, proprietary, or the like) was restricted under such agreement, shall retain that status and shall be treated as proprietary information under the terms of this Contract without further action on the part of ARG or DTRA.

Q. DTRA Shall Exercise Care to Protect Proprietary Information. DTRA agrees to use the same degree of care in protecting proprietary or sensitive information received under this Contract as they exercise with respect to their own proprietary or sensitive information.

(b)(4)

R. Proprietary Information Exceptions. Notwithstanding any other provisions in this Contract, the obligations of the parties with respect to proprietary information shall not apply to any information which:

- Prior to the date of this Contract was in the possession of the respective parties free of any nondisclosure obligation;
- Is or becomes publicly available other than by unauthorized disclosure or is lawfully obtained from a third party without obligation of protection;
- Is independently developed by a third party without reference to proprietary information received hereunder;

(b)(4)

.

.

.

Limitation of Liability

Except for breaches of the confidentiality obligations defined in the above section titled “Protection of Sensitive Information”, in no event will either party be liable for any Special, Incidental, Indirect, or Consequential Damages whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the data/analysis provided under or in connection with any provision of this Agreement, even in the event of default, Tort (including negligence), Strict Liability, Breach of Contract or Breach of Warranty, and even if advised of the possibility of such damages.

Miscellaneous Provisions

This Contract Cannot Be Assigned. This Contract and any and all of the rights and obligations of the parties hereunder shall not be assigned, delegated, sold, transferred, licensed or otherwise disposed of, by operation of law or otherwise, without the prior written consent of Argonne Ridge Group. Furthermore, it is solely licensed to the DTRA business unit with which this contract is executed and the data, analysis, and communications between Argonne Ridge Group and DTRA shall not be shared, transferred, or otherwise disseminated to other business units, departments, divisions, or operating entities within DTRA/ DTRA. It shall only be authorized to support a single US Government entity.

This Contract Creates No Implied Rights For Third Parties. Except as otherwise expressly provided herein, this Contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against Argonne Ridge Group, or the officers, directors, employees, detailees, agents, representatives, contractors/subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

Governing Law. This contract shall be construed, governed and interpreted in accordance with U.S. Federal law.

No Oral or Implied Waivers. No provision to this Contract shall be deemed waived nor any breach excused, unless such waiver or consent is received in writing and signed (or cryptographically signed email) by a duly authorized representative of the entity claimed to have waived or consented. No consent to or waiver of a breach by another entity shall be construed as consent to or waiver of any other breach. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Provisions Severable. If any provision of this Contract or its application, in whole or in part, to any entity shall be found to be unenforceable by a court of competent jurisdiction, such unenforceable provision or part thereof shall be severable, and the remainder of this Contract shall remain in full force and effect.

Entire Contract. This Contract constitutes the entire agreement between the parties with respect to its subject matter. The numbering and labeling of the paragraphs in this Contract

are for identification purposes only and do not constitute any part of the agreement between the parties. This Contract supersedes all prior and contemporaneous agreements and representations, whether oral or in writing, between the parties with respect to its subject matter. This Contract may not be modified except by a writing signed by both parties.

Disputes. This agreement shall be in accordance with the FAR 52.233-1 Disputes clause.

Effective Date/Termination. This agreement will be in accordance with applicable FAR clauses 52.249-2 Termination for Convenience of the Government and FAR 52.249-8 Default.

DTRA NE-MA
Cyber Assessment Data Tool
Augury Tool Specifications and Information

1. The following information describe the tools and feeds subscription information relevant for DTRA NE-MA Cyber Assessment efforts:

A. Augury

(b)(4)

Routing data, current or historical, and updated hourly, is available through queries to Augury as well. One can identify a specific IP, an ASN (or ASNs), or an entire country to evaluate what routes have been announced or withdrawn, and by whom. This information allows gathering general statistics on Internet health, including but not limited to: number of prefixes being advertised from a given country, sudden changes in AS path lengths, indicating an Internet-wide disruption, or presence/absence of prefixes related to critical infrastructure, etc. It also permits the monitoring of prefix announcements from locations/ASNs of interest and for bogus prefix or ASN announcements, or possible prefix hijackings. Researching the peering

(b)(4)

Augury-Service Specifics

(b)(4)

From: (b)(6)
To:
Cc:

Subject: Distribution of contract for Augury Tool Subscription, HDTRA123P0043
Date: Monday, September 25, 2023 10:32:00 PM
Attachments: [HDTRA123P0043.pdf](#)
[Attachment 1 - DTRA T&Cs.pdf](#)

Good Evening (b)(6)

Attached is the fully executed contract for the purchase of an Augury Tool subscription for DTRA/NE-MA. Please reply to confirm receipt of the contract. Also, please note that your point of contact for delivery is (b)(6), cc:d here. If you have any questions, please don't hesitate to reach out. Thank you!

Very Respectfully,

(b)(6)
Contracting Officer
DTRA/AL-ACN

(b)(6)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HDTRA1345085	PAGE 1 OF 15	
2. CONTRACT NO. HDTRA123P0043	3. AWARD/EFFECTIVE DATE 25-Sep-2023	4. ORDER NUMBER	5. SOLICITATION NUMBER HDTRA123Q0010	6. SOLICITATION ISSUE DATE 18-Sep-2023		
7. FOR SOLICITATION INFORMATION CALL: (b)(6)	a. NAME (b)(6)	b. TELEPHONE NUMBER (No Collect Calls) (b)(6)	c. OFFER DUE DATE/LOCAL TIME 01:00 PM 22 Sep 2023			
9. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/AL-ACN 8725 JOHN J. KINGMAN ROAD FT BELVOIR VA 22060-6201	CODE HDTRA1	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 541511 SIZE STANDARD: \$34,000,000		
TEL: FAX:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING			
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201	CODE HDTRA1	16. ADMINISTERED BY	CODE			
SEE ITEM 9						
17a. CONTRACTOR/ OFFEROR ARGONNE RIDGE GROUP, LLC (b)(6) 901 INTERNATIONAL PARKWAY, SUITE 350 LAKE MARY FL 32746-4799 TELEPHONE NO (b)(6)	CODE 4JRQ4	18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 EAST 56TH STREET ATTN: DFAS-IN (VENDOR PAY) INDIANAPOLIS IN 46249-1325	CODE HQ0647			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$486,624.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: 20230919-01 dated 19 Sep 2023				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b)(6) EVP, Partner Services		30c. DATE SIGNED 09/22/2023	31b. NAME OF CONTRACTING OFFICER (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)		31c. DATE SIGNED 25-Sep-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30					1. REQUISITION NUMBER HDTRA1345085	PAGE 1 OF 15
2. CONTRACT NO. HDTRA123P0043	3. AWARD/EFFECTIVE DATE 25-Sep-2023	4. ORDER NUMBER	5. SOLICITATION NUMBER HDTRA123Q0010	6. SOLICITATION ISSUE DATE 18-Sep-2023		
7. FOR SOLICITATION INFORMATION CALL: (b)(6)	a. NAME (b)(6)	b. TELEPHONE NUMBER (No Collect Calls) (b)(6)	8. OFFER DUE DATE/LOCAL TIME 01:00 PM 22 Sep 2023			
9. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/AL-ACN 8725 JOHN J. KINGMAN ROAD FT BELVOIR VA 22060-6201	CODE HDTRA1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NAICS: 541511		
TEL: FAX:				SIZE STANDARD: \$34,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING			
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201	CODE HDTRA1	16. ADMINISTERED BY	CODE			
		SEE ITEM 9				
17a. CONTRACTOR/ OFFEROR ARGONNE RIDGE GROUP, LLC (b)(6) 901 INTERNATIONAL PARKWAY, SUITE 350 LAKE MARY FL 32746-4799 TELEPHONE NO. (b)(6)	CODE 4JRQ4	18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 EAST 56TH STREET ATTN: DFAS-IN (VENDOR PAY) INDIANAPOLIS IN 46249-1325	CODE	HQ0647		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$486,624.00	
<p><input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</p> <p><input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</p>						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: 20230919-01 dated 19 Sep 2023			29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (b)(6) / CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			31c. DATE SIGNED 25-Sep-2023

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 15	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$486,624.00	\$486,624.00

Augury Tool Subscription
FFP

(b)(4)

NET AMT	\$486,624.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding Information for CLIN 0001
FFP
PURCHASE REQUEST NUMBER: HDTRA1345085

NET AMT	\$0.00
---------	--------

ACRN AA CIN: HDTRA13450850001	\$486,624.00
----------------------------------	--------------

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2023 TO 29-SEP-2024	N/A	DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201 (b)(6) FOB: Destination	HDTRA1
000101	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 044315 097 0100 000 N 20232023 D 3400 0302199BR_CY_MN_NM_23 2323_0100_3400_YDTNC DTRA 233
AMOUNT: \$486,624.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	HDTRA13450850001	\$486,624.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.243-1	Changes--Fixed Price	AUG 1987
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7010	Cloud Computing Services	JAN 2023
252.239-7018	Supply Chain Risk	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(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 products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 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 products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

____ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (11) [Reserved]

____ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (14) [Reserved]

____ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

____ (17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

____ (18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2023) of 52.219-9.
- (19) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (ii) Alternate I (FEB 1999) of 52.222-26.
- (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (JUL 2014) of 52.222-35.
- (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (ii) Alternate I (JUL 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (41)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (42)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- (ii) Alternate I [Reserved].
- (iii) Alternate II (DEC 2022) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (v) Alternate IV (OCT 2022) of 52.225-3.
 - (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
 - (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
 - (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
 - (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
 - (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
 - (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
 - (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247-64.
 - (iii) Alternate II (NOV 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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 products and commercial services: [Contracting Officer check as appropriate.]

- _____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- _____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- _____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- _____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____(B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/browse/index/dfars>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

_____COMBO_____

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

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

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

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

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

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0647
Issue By DoDAAC	HDTRA1

Admin DoDAAC**	HDTRA1
Inspect By DoDAAC	HDTRA1
Ship To Code	HDTRA1
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

_____ dtra.belvoir.org.mbx.dtra-wawf-help@mail.mil _____

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

(End of clause)

PGI 204.7108 PAYMENT INSTRUCTIONS

Refer to the instructions found here:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
---------------	-------------	-------	------

Attachment 1

Attachment 1 - License
Agreement Terms and
Conditions

21-SEP-2023

Attachment 1
September 21, 2023

License Agreement Terms and Conditions

A. Data Disclosure. (b)(4)

(b)(4)

(b)(4) Nothing in this Contract is meant to prohibit DTRA from using the information to benefit the security or systems administration of a third party that is not a party to this Contract, provided that in doing so DTRA does not disclose the source of the information.

B. Period of Performance. Upon execution, this contract shall be in force from contract award for a period of one (1) year for the identified tools.

C. Support. Up to 20 hours of telephonic technical support for resolution of integration issues is included for each contract period.

D. SLA. Each Service includes a service level agreement (SLA) stipulating restoration of data feeds within eight (8) hours should the web site and/or servers not be accessible.

E. Training. Up to three training sessions may be conducted for all account holders with Augury subscriptions.

F. Commercial License. Argonne Ridge Group hereby grants to DTRA a worldwide, non-exclusive irrevocable, sublicensable right to make the derivative works of the Argonne Ridge Group data available to DTRA's end-user customers for use solely as part of the Authorized Products and in support of DTRA's mission area(s). (b)(4)

(b)(4)

G. Ownership. (b)(4)

(b)(4)

(b)(4)

H. Reservation. The rights holder expressly reserves all rights not expressly granted herein.

I. Payment Instructions. DTRA shall pay Argonne Ridge Group, LLC net 30 days from receipt of proper invoice in accordance with electronic submission procedures. Argonne Ridge Group's remit to address, if election is made to **not** transfer payment electronically, is:

Name: Argonne Ridge Group, LLC Attn: Accounts Receivable
Address: 901 International Parkway, Suite 350, Lake Mary, FL 32746
USA Phone: 1-847-378-3313
Fax: 1-407-878-7830

J. Information is Submitted in Good Faith, but Otherwise is Without Warranty. In order to encourage the timely dissemination of information, Argonne Ridge Group will make every reasonable effort to evaluate or verify information submitted to DTRA. Nothing contained in this Contract shall constitute any representation or warranty, express or implied, by Argonne Ridge Group with respect to the legitimate, or non-infringing, ownership of the information by the Argonne Ridge Group as against the patent, copyright, or other property rights of third parties. Argonne Ridge Group agrees that they will not submit information that they know at the time of submission to be false, and that they will submit information only in good faith.

K. Information is Received Without Expectation of Warranty. DTRA acknowledges and agrees that information submitted may be unevaluated and unverified, and that to the same extent as provided in the preceding paragraph, no such information or communications shall constitute any representation or warranty. DTRA acknowledges and agrees that they must use their own judgment in assessing the nature and accuracy of all the information.

L. Partnership Listing and Press Releases. Neither party shall make any press releases or public statement about the other party, nor the Data exchanged, without the prior written consent of the other party.

Protection of Sensitive Information

M. Sensitive Information Defined. (b)(4)

(b)(4)

N. All Argonne Ridge Group's Information Shall Be Treated as Sensitive. (b)(4);

(b)(4)

(b)(4)

O. Argonne Ridge Group May Specifically Designate Information for Further Disclosure. (b)(4)

(b)(4)

P. Proprietary Information Disclosed Under a Prior Non-Disclosure Contract Retains Its Proprietary Status. Information disclosed by Argonne Ridge Group prior to the effective date of this Contract pursuant to the terms of a prior non-disclosure or similar agreement between the parties, the disclosure of which information (whether termed confidential, proprietary, or the like) was restricted under such agreement, shall retain that status and shall be treated as proprietary information under the terms of this Contract without further action on the part of ARG or DTRA.

Q. DTRA Shall Exercise Care to Protect Proprietary Information. DTRA agrees to use the same degree of care in protecting proprietary or sensitive information received under this Contract as they exercise with respect to their own proprietary or sensitive information.

(b)(4)

R. Proprietary Information Exceptions. Notwithstanding any other provisions in this Contract, the obligations of the parties with respect to proprietary information shall not apply to any information which:

- Prior to the date of this Contract was in the possession of the respective parties free of any nondisclosure obligation;
- Is or becomes publicly available other than by unauthorized disclosure or is lawfully obtained from a third party without obligation of protection;
- Is independently developed by a third party without reference to proprietary information received hereunder;

(b)(4)

·

·

·

·

·

·

·

·

·

·

·

·

·

·

·

·

Limitation of Liability

Except for breaches of the confidentiality obligations defined in the above section titled “Protection of Sensitive Information”, in no event will either party be liable for any Special, Incidental, Indirect, or Consequential Damages whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the data/analysis provided under or in connection with any provision of this Agreement, even in the event of default, Tort (including negligence), Strict Liability, Breach of Contract or Breach of Warranty, and even if advised of the possibility of such damages.

Miscellaneous Provisions

This Contract Cannot Be Assigned. This Contract and any and all of the rights and obligations of the parties hereunder shall not be assigned, delegated, sold, transferred, licensed or otherwise disposed of, by operation of law or otherwise, without the prior written consent of Argonne Ridge Group. Furthermore, it is solely licensed to the DTRA business unit with which this contract is executed and the data, analysis, and communications between Argonne Ridge Group and DTRA shall not be shared, transferred, or otherwise disseminated to other business units, departments, divisions, or operating entities within DTRA/ DTRA. It shall only be authorized to support a single US Government entity.

This Contract Creates No Implied Rights For Third Parties. Except as otherwise expressly provided herein, this Contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against Argonne Ridge Group, or the officers, directors, employees, detailees, agents, representatives, contractors/subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

Governing Law. This contract shall be construed, governed and interpreted in accordance with U.S. Federal law.

No Oral or Implied Waivers. No provision to this Contract shall be deemed waived nor any breach excused, unless such waiver or consent is received in writing and signed (or cryptographically signed email) by a duly authorized representative of the entity claimed to have waived or consented. No consent to or waiver of a breach by another entity shall be construed as consent to or waiver of any other breach. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Provisions Severable. If any provision of this Contract or its application, in whole or in part, to any entity shall be found to be unenforceable by a court of competent jurisdiction, such unenforceable provision or part thereof shall be severable, and the remainder of this Contract shall remain in full force and effect.

Entire Contract. This Contract constitutes the entire agreement between the parties with respect to its subject matter. The numbering and labeling of the paragraphs in this Contract

are for identification purposes only and do not constitute any part of the agreement between the parties. This Contract supersedes all prior and contemporaneous agreements and representations, whether oral or in writing, between the parties with respect to its subject matter. This Contract may not be modified except by a writing signed by both parties.

Disputes. This agreement shall be in accordance with the FAR 52.233-1 Disputes clause.

Effective Date/Termination. This agreement will be in accordance with applicable FAR clauses 52.249-2 Termination for Convenience of the Government and FAR 52.249-8 Default.

Page 30 of 86

Withheld pursuant to exemption

(b)(3)(D) 10 USC 3309

of the Freedom of Information and Privacy Act

Page 31 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

Page 32 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

Page 33 of 86

Withheld pursuant to exemption

(b)(3)(D) 10 USC 3309

of the Freedom of Information and Privacy Act

Page 34 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30					1. REQUISITION NUMBER HDTRA1345085	PAGE 1 OF 15	
2. CONTRACT NO. HDTRA123P0043	3. AWARD/EFFECTIVE DATE 25-Sep-2023	4. ORDER NUMBER	5. SOLICITATION NUMBER HDTRA123Q0010	6. SOLICITATION ISSUE DATE 18-Sep-2023			
7. FOR SOLICITATION INFORMATION CALL: (b)(6)	a. NAME (b)(6)	b. TELEPHONE NUMBER (No Collect Calls) (b)(6)			8. OFFER DUE DATE/LOCAL TIME 01:00 PM 22 Sep 2023		
9. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/AL-ACN 8725 JOHN J. KINGMAN ROAD FT BELVOIR VA 22060-6201	CODE HDTRA1	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> EDWOSB	NAICS: 541511	SIZE STANDARD: \$34,000,000		
TEL: FAX:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201	CODE HDTRA1	16. ADMINISTERED BY CODE _____					
SEE ITEM 9							
17a. CONTRACTOR/ OFFEROR ARGONNE RIDGE GROUP, LLC (b)(6) 901 INTERNATIONAL PARKWAY, SUITE 350 LAKE MARY FL 32746-4799 TELEPHONE NO. (b)(6)	CODE 4JRQ4	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 EAST 56TH STREET ATTN: DFAS-IN (VENDOR PAY) INDIANAPOLIS IN 46249-1325				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$486,624.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: 20230919-01 dated 19 Sep 2023					29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b)(6)		30c. DATE SIGNED 09/22/2023	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			31c. DATE SIGNED 25-Sep-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HDTRA1345085	PAGE 1 OF 15	
2. CONTRACT NO. HDTRA123P0043	3. AWARD/EFFECTIVE DATE 25-Sep-2023	4. ORDER NUMBER	5. SOLICITATION NUMBER HDTRA123Q0010	6. SOLICITATION ISSUE DATE 18-Sep-2023		
7. FOR SOLICITATION INFORMATION CALL: (b)(6)	a. NAME (b)(6)	b. TELEPHONE NUMBER (No Collect Calls) (b)(6)	c. FAX NUMBER (b)(6)	8. OFFER DUE DATE/LOCAL TIME 01:00 PM 22 Sep 2023		
9. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/AL-ACN 8725 JOHN J. KINGMAN ROAD FT BELVOIR VA 22060-6201	CODE HDTRA1	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 541511 SIZE STANDARD: \$34,000,000		
TEL: FAX:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201	CODE HDTRA1	16. ADMINISTERED BY CODE				
SEE ITEM 9						
17a. CONTRACTOR/ OFFEROR ARGONNE RIDGE GROUP, LLC (b)(6) 901 INTERNATIONAL PARKWAY, SUITE 350 LAKE MARY FL 32746-4799 TELEPHONE NO. 703-505-4368	CODE 4JRQ4	18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 EAST 56TH STREET ATTN: DFAS-IN (VENDOR PAY) INDIANAPOLIS IN 46249-1325	CODE HQ0647			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$486,624.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: 20230919-01 dated 19 Sep 2023				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(6) / CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			31c. DATE SIGNED 25-Sep-2023

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 15	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$486,624.00	\$486,624.00

Augury Tool Subscription
FFP

(b)(4)

NET AMT	\$486,624.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding Information for CLIN 0001
FFP
PURCHASE REQUEST NUMBER: HDTRA1345085

NET AMT	\$0.00
---------	--------

ACRN AA CIN: HDTRA13450850001	\$486,624.00
----------------------------------	--------------

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2023 TO 29-SEP-2024	N/A	DEFENSE THREAT REDUCTION AGENCY/NE-MA (b)(6) 6200 MEADE ROAD FORT BELVOIR VA 22060-6201 (h)(6) FOB: Destination	HDTRA1
000101	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 044315 097 0100 000 N 20232023 D 3400 0302199BR_CY_MN_NM_23 2323_0100_3400_YDTNC DTRA 233
 AMOUNT: \$486,624.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	HDTRA13450850001	\$486,624.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.243-1	Changes--Fixed Price	AUG 1987
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7010	Cloud Computing Services	JAN 2023
252.239-7018	Supply Chain Risk	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(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 products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 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 products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

____ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (11) [Reserved]

____ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (14) [Reserved]

____ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

____ (17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

____ (18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2023) of 52.219-9.
- (19) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (ii) Alternate I (FEB 1999) of 52.222-26.
- (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (JUL 2014) of 52.222-35.
- (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (ii) Alternate I (JUL 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (41)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (42)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- (ii) Alternate I [Reserved].
- (iii) Alternate II (DEC 2022) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (v) Alternate IV (OCT 2022) of 52.225-3.
 - (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
 - (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
 - (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
 - (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
 - (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
 - (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
 - (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247-64.
 - (iii) Alternate II (NOV 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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 products and commercial services: [Contracting Officer check as appropriate.]

- _____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- _____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- _____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- _____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____(B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/browse/index/dfars>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

_____COMBO_____

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

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

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

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

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

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0647
Issue By DoDAAC	HDTRA1

Admin DoDAAC**	HDTRA1
Inspect By DoDAAC	HDTRA1
Ship To Code	HDTRA1
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

_____ dtra.belvoir.org.mbx.dtra-wawf-help@mail.mil _____

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

(End of clause)

PGI 204.7108 PAYMENT INSTRUCTIONS

Refer to the instructions found here:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
---------------	-------------	-------	------

Attachment 1

Attachment 1 - License
Agreement Terms and
Conditions

21-SEP-2023

 An official website of the United States government
[Here's how you know](#)



Workspace / Contract Opportunities / Notice of Intent to Sole Source: Augury Tool software



CONTRACT OPPORTUNITY

Notice of Intent to Sole Source: Augury Tool software

This is the currently published version of this notice.

Click [here](#) to edit a draft of the Contract Opportunity.

Header Information

General Information

Classification

Description

Attachments/Links

Contact Information

History

Interested Vendors List

Edit

Authenticated

Public

Actions

ACTIVE

Contract Opportunity

Notice ID

HDTTRA123Q00010

Related Notice

Department/Ind. Agency

DEPT OF DEFENSE (097)

Sub-tier

DEFENSE THREAT REDUCTION AGENCY (DTRA) (9761)

Office

DEFENSE THREAT REDUCTION AGENCY (HDTTRA)

General Information

Contract Opportunity Type: Special Notice (Original)

Original Published Date: Aug 25, 2023 02:44 pm EDT

Original Response Date: Sep 01, 2023 03:00 pm EDT

Inactive Policy: Manual

Original Inactive Date: Sep 02, 2023

Initiative:

- None

Allow Vendors to Add/remove from Interested Vendors List: Yes

Allow Vendors to View Interested Vendors List: Yes

Classification

Original Set Aside:

Product Service Code: DJ10 - IT AND TELECOM - SECURITY AND COMPLIANCE AS A SERVICE

NAICS Code:

- 541511 - Custom Computer Programming Services

Place of Performance:

Fort Belvoir, VA 22060
USA

Description

The Defense Threat Reduction Agency (DTRA) hereby submits a notice of intent to award a sole source firm fixed price contract to Argonne Ridge Group LLC for the purchase of Augury Tool software in support of DTRA's Nuclear Enterprise Directorate. This procurement will be conducted under FAR Part 12 - Acquisition of Commercial Products and Commercial Services and FAR Part 13 - Simplified Acquisition Procedures.

Argonne Ridge Group LLC is the only known source for this requirement. The statutory authority which permits other than full and open competition for this acquisition is FAR Subpart 13.501(a)(i), and this

requirement is supported by an approved sole source justification. The North American Industry Classification System (NAICS) code applicable to this requirement is 541511, and the size standard is \$34,000,000.00.

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS. However, interested parties have seven (7) days from the date of publication of this notice to submit, in writing, clear and convincing evidence of their qualifications and/or capabilities to provide Augury Tool software to the identified point of contact. Information received as a result of this notice will be used solely for the purpose of determining whether to conduct this procurement on a competitive basis. Responses received after seven (7) days, with or without the required information, will be considered non-responsive to this notice and will not be considered. A determination by the Government not to conduct this effort as a full-and-open competitive procurement, based on the responses to this notice, is solely within the Government's discretion. The Government will not reimburse for any expenses incurred in responding to this notice.

All inquiries must be submitted in writing to (b)(6) at dtra.belvoir.al.mbx.dtra-contract-ops@mail.mil. Responses must also include your business name, point of contact, address, and telephone number. Telephonic inquiries will not be accepted.

Attachments/Links

No attachments or links have been added to this opportunity.

Contact Information

Contracting Office Address

8725 JOHN J KINGMAN RD
FORT BELVOIR, VA 22060-6201
USA

Primary Point of Contact

(b)(6)

 dtra.belvoir.al.mbx.dtra-contract-ops@mail.mil

~~Secondary Point of Contact~~

History

 Aug 25, 2023 02:44 pm EDT
Special Notice (Original)

Interested Vendors List

 This vendor list is only visible to owners of this opportunity

Sort By

Date Add



No results found.

**Feedback**[Our Website](#)[Our Partners](#)[Policies](#)[Customer Service](#)**General Services Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY!"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

RECEIVING REPORT

(Please look in WAWF for signed copy)

Contract Number	Delivery Order	Shipment Number	Invoice Number
HDTRA123P0043		INV01571	INV01571

Contract Number Type	Effective Date	Reference Procurement Identifier	[X] Supplies [] Services
----------------------	----------------	----------------------------------	------------------------------

Shipping Information:

Shipment Number	Shipment Date	Final Shipment	Inspection Point	Acceptance Point	Estimated Delivery Date
INV01571	2023/09/26	Y	D	D	2023/09/26

Submit Transportation Data Later	Transportation Account Code
[]	

TCN	Serial Shipping Container Code	Transportation Method/Type	Gross Weight	Cube	FOB S

Special Package Markings / Special Handling Requirements

Transportation Leg	Standard Carrier Alpha Code	Bill of Lading Number	Bill of Lading Type

Secondary Transportation Tracking Description

Summary of Detail Level Information

1 CLIN/SLIN/ELIN(s)

Total
(b)(4)

Address Information:

Prime Contractor

CAGE Code: 4JRK4 DUNS: 785086948
Name: ARGONNE RIDGE GROUP, LLC
901 INTERNATIONAL PKWY STE 350
LAKE MARY FL 32746 USA

Administered By

Code: HDTRA1
Name: DEFENSE THREAT REDUCTION AGENCY
CENTRAL PROCESSING FACILITY
6200 MEADE RD
FORT BELVOIR VA 22060-5264
FORT BELVOIR VA 22060-5264 USA

Inspect By

DoDAAAC: HDTRA1 Extension:
Name: DEFENSE THREAT REDUCTION AGENCY
CENTRAL PROCESSING FACILITY
6200 MEADE RD
FORT BELVOIR VA 22060-5264
FORT BELVOIR VA 22060-5264 USA

Ship To

DoDAAAC: HDTRA1
Name: DEFENSE THREAT REDUCTION AGENCY
CENTRAL PROCESSING FACILITY
6200 MEADE RD
FORT BELVOIR VA 22060-5264
FORT BELVOIR VA 22060-5264 USA

Payment Official

DoDAAAC: HQ0647
Name: DFAS INDIANAPOLIS WAREHOUSE
3250 NORTH POST ROAD SUITE 315
INDIANAPOLIS IN 46226-6542
INDIANAPOLIS IN 46226-6542
INDIANAPOLIS IN 46226-6542 USA

Accept By

DoDAAAC: HDTRA1
Name: DEFENSE THREAT REDUCTION AGENCY
CENTRAL PROCESSING FACILITY
6200 MEADE RD
FORT BELVOIR VA 22060-5264
FORT BELVOIR VA 22060-5264 USA

Line Item Information:

Item No	Product/Service ID	Unit Price	Unit of Issue	Qty Shipped	Amount
000101	AuguryToolSubscription	(b)(4)	EA	1	(b)(4)

Qualifier	AAA	ACRN	GFE	Project Code
VC		AA	N	

Special Package Markings / Special Handling Requirements

PR Number

Type Designation Method

RECEIVING REPORT

(Please look in WAWF for signed copy)

Contract Number	Delivery Order	Shipment Number	Invoice Number
HDTRA123P0043		INV01571	INV01571

Type Designation Value

Description
AuguryToolSubscription

TOTAL:

(b)(4)

Misc. Information:

Initiator Information

Name: (b)(6)
Title: Senior Accountant
Phone #: (b)(6)
DSN:
Email: (b)(6)
Org Email: (b)(6)

Date of Action: 2023/09/26 1654 UTC
Action(s): Submitted Web, Combo

Comments:

MarkFor Representative:

MarkFor Secondary:

Attachment(s):

Attachment Name
INV01571.pdf

Attachment Type
Invoices

Acceptor Information

Name: (b)(6)
Title: Program Manager/COR
Phone #: (b)(6)
DSN:
Email: (b)(6)
Org Email: (b)(6)

Date of Action: 2023/10/26 1535 UTC
Action(s): Accepted Processed via EDI

Comments:

MarkFor Representative:

MarkFor Secondary:

Attachment(s):

Attachment Name

Attachment Type

Payment Official Information

Name:
Title:
Phone #: 888-332-7366 OR COMM. 317-510-0300
DSN:
Email:
Org Email: DFAS-IN.DAI.WAWF@DFAS.MIL

Date of Action: 2023/10/26 1614 UTC
Action(s): Processed via EDI

Comments: Document was processed by the entitlement system. PROCESSED DFAS Customer Service Telephone Number: 888-332-7366 OR COMM. 317-510-0300

MarkFor Representative:

Material Inspection and Receiving Report in accordance with DFARS Appendix F. Paper DD Form 250 is usable in lieu of this document on an exception basis.

page 2

RECEIVING REPORT

(Please look in WAWF for signed copy)

Contract Number
HDTRA123P0043

Delivery Order

Shipment Number
INV01571

Invoice Number
INV01571

MarkFor Secondary:

Attachment(s):
Attachment Name

Attachment Type

From:

To:

Subject:

Date:

Attachments:

(b)(6)

Re: Request for Quote (HDTRA123Q0010) for Augury Tool Subscription Renewal for DTRA/NE-MA
Thursday, September 21, 2023 5:12:49 PM
[DTRA Ts & Cs.docx](#)

Hi (b)(6)

The ORCON statement is simply meant to preclude anyone from sharing raw data that could identify ARG as the source. The NDA will more than adequately satisfy the terms.

I have attached just the terms in a Word doc.

Thank you very much!

(b)(6)

On 9/21/2023 16:51, (b)(6) wrote:

Hi (b)(6) –

I wanted to let you know that I am working on the award to get to you tomorrow for your signature. We did have some concerns regarding some of the terms, so our General Counsel is in the process of reviewing them. In particular, the following statement raises some concerns:

“This Originator Control (ORCON) restriction applies against disclosures to any third parties as well as to any agent, representative, contractor, subcontractor, consultant, advisor or other individual or entity affiliated with the sponsor, unless ARG has been anonymized.”

(b)(4)

Also, it is my intent to add the terms to the contract as an attachment. Rather than attach the entire quote that has the terms, do you have a cleaner version of just the terms and conditions that I can attach?

Very Respectfully,

(b)(6)

Contracting Officer

DTRA/AL-ACN

(b)(6)

Terms and Conditions

A. Data Disclosure (b)(4)

(b)(4)

(b)(4)

Nothing in this Contract is meant to prohibit DTRA from using the information to benefit the security or systems administration of a third party that is not a party to this Contract, provided that in doing so DTRA does not disclose the source of the information.

B. Period of Performance. Upon execution, this contract shall be in force from contract award for a period of one (1) year for the identified tools.

C. Support. Up to 20 hours of telephonic technical support for resolution of integration issues is included for each contract period.

D. SLA. Each Service includes a service level agreement (SLA) stipulating restoration of data feeds within eight (8) hours should the web site and/or servers not be accessible.

E. Training. Up to three training sessions may be conducted for all account holders with Augury subscriptions.

F. Commercial License. Argonne Ridge Group hereby grants to DTRA a worldwide, non-exclusive irrevocable, sublicensable right to make the derivative works of the Argonne Ridge Group data available to DTRA's end-user customers for use solely as part of the Authorized Products and in support of DTRA's mission area(s). (b)(4)

(b)(4)

G. Ownership (b)(4)

(b)(4)

(b)(4)

H. Reservation. The rights holder expressly reserves all rights not expressly granted herein.

I. Payment Instructions. DTRA shall pay Argonne Ridge Group, LLC net 30 days from receipt of proper invoice in accordance with electronic submission procedures. Argonne Ridge Group's remit to address, if election is made to **not** transfer payment electronically, is:

Name: Argonne Ridge Group, LLC Attn: Accounts Receivable
Address: 901 International Parkway, Suite 350, Lake Mary, FL 32746
USA Phone: 1-847-378-3313
Fax: 1-407-878-7830

J. Information is Submitted in Good Faith, but Otherwise is Without Warranty. In order to encourage the timely dissemination of information, Argonne Ridge Group will make every reasonable effort to evaluate or verify information submitted to DTRA. Nothing contained in this Contract shall constitute any representation or warranty, express or implied, by Argonne Ridge Group with respect to the legitimate, or non-infringing, ownership of the information by the Argonne Ridge Group as against the patent, copyright, or other property rights of third parties. Argonne Ridge Group agrees that they will not submit information that they know at the time of submission to be false, and that they will submit information only in good faith.

K. Information is Received Without Expectation of Warranty. DTRA acknowledges and agrees that information submitted may be unevaluated and unverified, and that to the same extent as provided in the preceding paragraph, no such information or communications shall constitute any representation or warranty. DTRA acknowledges and agrees that they must use their own judgment in assessing the nature and accuracy of all the information.

L. Partnership Listing and Press Releases. Neither party shall make any press releases or public statement about the other party, nor the Data exchanged, without the prior written consent of the other party.

Protection of Sensitive Information

M. Sensitive Information Defined. (b)(4)

(b)(4)

N. All Argonne Ridge Group's Information Shall Be Treated as Sensitive (b)(4);

(b)(4)

O. Argonne Ridge Group May Specifically Designate Information for Further Disclosure.(b)(4)

(b)(4)

P. Proprietary Information Disclosed Under a Prior Non-Disclosure Contract Retains Its Proprietary Status.

Information disclosed by Argonne Ridge Group prior to the effective date of this Contract pursuant to the terms of a prior non-disclosure or similar agreement between the parties, the disclosure of which information (whether termed confidential, proprietary, or the like) was restricted under such agreement, shall retain that status and shall be treated as proprietary information under the terms of this Contract without further action on the part of ARG or DTRA.

Q. DTRA Shall Exercise Care to Protect Proprietary Information. DTRA agrees to use the same degree of care in protecting proprietary or sensitive information received under this Contract as they exercise with respect to their own proprietary or sensitive information.

(b)(4)

R. Proprietary Information Exceptions. Notwithstanding any other provisions in this Contract, the obligations of the parties with respect to proprietary information shall not apply to any information which:

- Prior to the date of this Contract was in the possession of the respective parties free of any nondisclosure obligation;
- Is or becomes publicly available other than by unauthorized disclosure or is lawfully obtained from a third party without obligation of protection;
- Is independently developed by a third party without reference to proprietary information received hereunder;

(b)(4)

·

Limitation of Liability

Except for breaches of the confidentiality obligations defined in the above section titled “Protection of Sensitive Information”, in no event will either party be liable for any Special, Incidental, Indirect, or Consequential Damages whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the data/analysis provided under or in connection with any provision of this Agreement, even in the event of default, Tort (including negligence), Strict Liability, Breach of Contract or Breach of Warranty, and even if advised of the possibility of such damages.

Miscellaneous Provisions

This Contract Cannot Be Assigned. This Contract and any and all of the rights and obligations of the parties hereunder shall not be assigned, delegated, sold, transferred, licensed or otherwise disposed of, by operation of law or otherwise, without the prior written consent of Argonne Ridge Group. Furthermore, it is solely licensed to the DTRA business unit with which this contract is executed and the data, analysis, and communications between Argonne Ridge Group and DTRA shall not be shared, transferred, or otherwise disseminated to other business units, departments, divisions, or operating entities within DTRA/ DTRA. It shall only be authorized to support a single US Government entity.

This Contract Creates No Implied Rights For Third Parties. Except as otherwise expressly provided herein, this Contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against Argonne Ridge Group, or the officers, directors, employees, detailees, agents, representatives, contractors/subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

Governing Law. This contract shall be construed, governed and interpreted in accordance with U.S. Federal law.

No Oral or Implied Waivers. No provision to this Contract shall be deemed waived nor any breach excused, unless such waiver or consent is received in writing and signed (or cryptographically signed email) by a duly authorized representative of the entity claimed to have waived or consented. No consent to or waiver of a breach by another entity shall be construed as consent to or waiver of any other breach. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Provisions Severable. If any provision of this Contract or its application, in whole or in part, to any entity shall be found to be unenforceable by a court of competent jurisdiction, such unenforceable provision or part thereof shall be severable, and the remainder of this Contract shall remain in full force and effect.

Entire Contract. This Contract constitutes the entire agreement between the parties with respect to its subject matter. The numbering and labeling of the paragraphs in this Contract are for identification purposes only and do not constitute any part of the agreement between

the parties. This Contract supersedes all prior and contemporaneous agreements and representations, whether oral or in writing, between the parties with respect to its subject matter. This Contract may not be modified except by a writing signed by both parties.

Disputes. This agreement shall be in accordance with the FAR 52.233-1 Disputes clause.

Effective Date/Termination. This agreement will be in accordance with applicable FAR clauses 52.249-2 Termination for Convenience of the Government and FAR 52.249-8 Default.

From: (b)(6)

Sent: Monday, September 18, 2023 10:06 PM

To: (b)(6)

Subject: Re: Request for Quote (HDTRA123Q0010) for Augury Tool Subscription
Renewal for DTRA/NE-MA

Hi (b)(6)

The Quote for the subject RFQ is attached. Please let me know if you have any questions.

Thanks,

(b)(6)

On 9/18/2023 16:16, (b)(6) wrote:

Good afternoon (b)(6)

Attached is a request for quote (RFQ) for a renewal of DTRA/NE-MA's Augury Tool subscription. You will note that the RFQ due date is this Friday at 1 p.m. EST, but if you are able to submit it sooner, that would be fantastic. If you have any questions regarding this RFQ, don't hesitate to reach out to me. I'm happy to speak with you and answer any questions or provide clarification. Also, if you would please respond to this email to confirm receipt of it, I would appreciate it. Thank you.

Very Respectfully,

(b)(6)

Contracting Officer
DTRA/AL-ACN

(b)(6)

From: (b)(6)
To: (b)(6)
Subject: Re: Request for Quote (HDTRA123Q0010) for Augury Tool Subscription Renewal for DTRA/NE-MA
Date: Monday, September 18, 2023 10:08:01 PM
Attachments: [DTRA Quotation 20230919-01 19 Sep 2023.pdf](#)

Hi (b)(6)

The Quote for the subject RFQ is attached. Please let me know if you have any questions.

Thanks,

(b)(6)

On 9/18/2023 16:16, (b)(6) wrote:

Good afternoon (b)(6)

Attached is a request for quote (RFQ) for a renewal of DTRA/NE-MA's Augury Tool subscription. You will note that the RFQ due date is this Friday at 1 p.m. EST, but if you are able to submit it sooner, that would be fantastic. If you have any questions regarding this RFQ, don't hesitate to reach out to me. I'm happy to speak with you and answer any questions or provide clarification. Also, if you would please respond to this email to confirm receipt of it, I would appreciate it. Thank you.

Very Respectfully,

(b)(6)

Contracting Officer

DTRA/AL-ACN

(b)(6)

Page 67 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

Page 68 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

Page 69 of 86

Withheld pursuant to exemption

(b)(3):10 USC 3309

of the Freedom of Information and Privacy Act

Page 70 of 86

Withheld pursuant to exemption

(b)(3)(D) 10 USC 3309

of the Freedom of Information and Privacy Act

Page 71 of 86

Withheld pursuant to exemption

(b)(3)(D) 10 USC 3309

of the Freedom of Information and Privacy Act

From: (b)(6)
To: (b)(6)
Subject: Request for Quote (HDTRA123Q0010) for Augury Tool Subscription Renewal for DTRA/NE-MA
Date: Monday, September 18, 2023 4:16:00 PM
Attachments: RFO - HDTRA123Q0010.pdf
Attachment 1 - HDTRA123Q0010.pdf

Good afternoon (b)(6)

Attached is a request for quote (RFQ) for a renewal of DTRA/NE-MA's Augury Tool subscription. You will note that the RFQ due date is this Friday at 1 p.m. EST, but if you are able to submit it sooner, that would be fantastic. If you have any questions regarding this RFQ, don't hesitate to reach out to me. I'm happy to speak with you and answer any questions or provide clarification. Also, if you would please respond to this email to confirm receipt of it, I would appreciate it. Thank you.

Very Respectfully,

(b)(6)
Contracting Officer
DTRA/AL-ACN

(b)(6)



DEFENSE THREAT REDUCTION AGENCY
8725 JOHN J. KINGMAN ROAD, STOP 6201
FORT BELVOIR, VA 22060-6201

September 18, 2023

(b)(6)

Argonne Ridge Group, LLC
901 International Parkway, Suite 350
Lake Mary, FL 32746-4799

Re: Request for Quote (RFQ) for Augury Tool Subscription Renewal,
RFQ No. HDTRA123Q0010

(b)(6)

The Defense Threat Reduction Agency (DTRA), Nuclear Enterprise Directorate (NE), Mission Assurance Department (MA) has a requirement for renewing their subscription for Augury Tool. This letter invites your submission of a quote for one (1) Augury Tool subscription renewal for the period of one (1) year with an estimated period of performance of September 30, 2023 through September 29, 2024.

Your quote should reference the RFQ number above, the price for one (1) subscription renewal for the period of one (1) year, company name, CAGE code, point of contact name and phone number, any prompt payment discount, and period of performance. Please submit your quote as soon as possible but not later than Friday, September 22nd at 1:00 p.m., EST. This letter in no way obligates the Government to award a contract or to reimburse the offeror for any costs incurred in preparing your response to this request for quote. Do not proceed to perform the services described herein until and unless notified by the Contracting Officer. If a contract is awarded for this requirement, the clauses that are anticipated to be part of the contract are included in this RFQ as Attachment 1.

Should you have any questions or require additional information, please contact me at

(b)(6)

I look forward to receiving your quote.

Sincerely,

(b)(6)

Contracting Officer

Attachments:

Attachment 1 – Contract Clauses



DEFENSE THREAT REDUCTION AGENCY
8725 JOHN J. KINGMAN ROAD, STOP 6201
FORT BELVOIR, VA 22060-6201

Attachment 1 – Contract Clauses

The contract to be awarded as a result of this request for quote is anticipated to include the following clauses:

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.243-1	Changes--Fixed Price	AUG 1987
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7010	Cloud Computing Services	JAN 2023
252.239-7018	Supply Chain Risk	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(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 products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 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 products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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. (NOV 2021) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2021) of 52.219-9.
- (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

- ____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- ____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - ____ (ii) Alternate I (APR 2003) of 52.247-64.
 - ____ (iii) Alternate II (NOV 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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 products and commercial services: [Contracting Officer check as appropriate.]
 - ____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
 - ____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - ____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/browse/index/dfars>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____ COMBO _____

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

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

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

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

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

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0647
Issue By DoDAAC	HDTRA1
Admin DoDAAC**	HDTRA1
Inspect By DoDAAC	HDTRA1
Ship To Code	HDTRA1
Ship From Code	—
Mark For Code	—
Service Approver (DoDAAC)	—
Service Acceptor (DoDAAC)	—
Accept at Other DoDAAC	—
LPO DoDAAC	—
DCAA Auditor DoDAAC	—
Other DoDAAC(s)	—

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

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

(g) WAWF point of contact.

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

_____ dtra.belvoir.org.mbx.dtra-wawf-help@mail.mil _____

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

(End of clause)

PAYMENT INSTRUCTIONS

PGI 204.7108 PAYMENT INSTRUCTIONS

Refer to the instructions found here:

https://www.acq.osd.mil/dpap/dars/pgi/htm/current/PGI204_71.htm#payment_instructions



**Defense Threat Reduction Agency
8725 John J. Kingman Road, Stop 6201
Fort Belvoir, VA 22060-6201**

SOLE SOURCE DETERMINATION

1. Description of the Supplies/Services Required

The Defense Threat Reduction Agency (DTRA), Nuclear Enterprise Support Directorate (NE), Mission Assurance (MA) Department has a requirement to support ongoing assessments of the vulnerability of critical U.S. and allied national/theater mission systems, networks, architectures, infrastructures, and assets. In order to sustain the on-going and future support being provided to the DTRA NE-MA department's advanced cyber and vulnerability (blue cyber) assessment program(s) for customers and partners, DTRA NE-MA requires a specialized cyber-data processing, IP and data capturing tool with the ability to access stored network data while closely tracking potential adversarial activities across multiple internet-connected networks with a very high probability of capturing any IP4 IP address over a prolonged time period. Furthermore, these time-stamped, impossible to obfuscate, data sets must be captured using a pure internet signal in order to be processed/analyzed and geo-located with its domain before IP address ownership is identified world-wide.

2. Estimated Value

The estimated value of this requirement is \$490,000.00 for a period of performance of one (1) twelve (12) month period.

3. Statutory Authority

The statutory authority for this action is FAR 13.501(a)(1)(i), which states that contracting officers must conduct sole source acquisitions, including brand name, under subpart 13.5 only if the need to do so is justified in writing and approved at the levels specified in FAR 13.501(a)(2).

4. Basis for this Action

Based on the market research conducted by the NE-MA department, Argonne Ridge Group is the only vendor with the specific tool set (Augury Tool) which is capable of following communications between servers, even private servers, which provides a singular ability to aid the NE-MA cyber team in identifying infrastructure that unauthorized or malicious entities are using. The Argonne Ridge Group's Augury Tool offers access to a tremendous web-based repository of network data; all of the capabilities together will provide NE-MA with the ability to rapidly identify malicious activities and correlate the data with other activity or intrusion sets across the globe. The Augury Tool uses an online repository of historical network data to include DNS, NMAP scans, Pastebin archives, Botnet data, IMAP, POP, and STMP pcap data, RDP/FTP pcap data, and x509 Certs. The network data includes data from hundreds of

worldwide collection points, to include collection providers in Europe, the Middle East, North/South America, Africa and Asia. This collection of data can yield tens of billions of records per day. The access to this volume of data is unique and renders it a powerful tool for tracking and mapping; it is the only software tool that provides such a comprehensive data processing and data capturing solution that is readily deployable.

There are numerous cyber security software both for monitoring, intrusion detection, and capture of network flow, but those solutions are often sold separately and does not capture the depth of data that the Augury Tool can provide. Tools available within the current marketplace do not provide the capability to access stored network data while closely tracking all activity across multiple internet-connected networks.

5. Actions to Take

DTRA will continue to monitor the software development in this field and the emergence of technology. For right now, the Augury Tool provides unparalleled capabilities and is used across DoD because of their singular capabilities. But technology is ever-changing and developing, and DTRA will continue to look for opportunities to compete its requirements for cyber security tools.

Technical Certification

I certify that the data and information forming the basis for this justification are accurate and complete to the best of my knowledge and belief.

(b)(6)

Project Manager

Date

Contracting Officer Certification

I determine that the above circumstances of this contract action deem only one source reasonably available to satisfy the Government's requirement.

(b)(6)

9/1/23

Date

Contracting Officer

General Counsel Coordination

This justification is legally sufficient.

(b)(6)

Attorney

Date