



**Guide to FAR
Contract Clauses
2012 Edition**



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52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA

Text of Provision or Clause

Subcontractor Certified Cost or Pricing Data (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

(End of clause)

Provision or Clause

- Clause
- Authorized for incorporation by reference
- Uniform Contract Format section I

Prescribed In

FAR 15.408(d) Contract Pricing—Solicitation provisions and contract clauses

Applicability

In solicitations and contracts when the clause at FAR 52.215-10 is included.

Description

Before the Contractor prices any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR

15.403-4, or before awarding any subcontract expected to exceed this threshold for submission of CCPD, on the date of agreement on price or the date of award, whichever is later, the Contractor must require the subcontractor to submit CCPD in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process), unless an exception under FAR 15.403-1 applies. The Contractor must require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

Reporting Requirements

Subcontractors required to submit certified cost or pricing data (actually or by specific identification in writing), must do so in accordance with FAR 15.408, Table 15-2.

Flowdown

Mandatory. Paragraph (c) requires the prime contractor to flow down a clause to all subcontracts that exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4. The substance of this clause must be incorporated if paragraph (a) requires submission of CCPD for the subcontract. Otherwise, the prime must incorporate the substance of the clause at FAR 52.215-13.

Agency Supplements

None.

Recent Amendments

FAC 97-2, 62 FR 51224, 9/30/97, effective

10/10/97; FAC 2005-45, 75 FR 53135, 8/30/2010, effective 10/1/2010.

Required When Applicable

- Fixed-Price Supply
- Fixed-Price Research & Development
- Fixed-Price Service
- Fixed-Price Construction
- Cost-Reimbursement Supply
- Cost-Reimbursement Research and Development
- Cost-Reimbursement Service
- Cost-Reimbursement Construction
- Time and Material/Labor Hours
- Leasing of Motor Vehicles
- Communication Services
- Dismantling, Demolition, or Removal of Improvements
- Architect-Engineering
- Facilities
- Indefinite Delivery
- Transportation
- Utility Services

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

Text of Provision or Clause

Employment Reports on Veterans (SEP 2010)

(a) *Definitions.* As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans clause 52.222–35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS–100A, entitled “Federal Contractor Veterans’ Employment Report (VETS–100A Report).”

(d) The Contractor shall submit VETS–100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO–1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS–100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60–300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

Provision or Clause

- Clause
- Authorized for incorporation by reference
- Uniform Contract Format section I

Prescribed In

FAR 22.1310(b) Equal Opportunity for Veterans—Solicitation provision and contract clauses

Applicability

In solicitations and contracts containing the clause at FAR 52.222-35, Equal Opportunity for Veterans.

Description

Requires Contractors (except for state and local governments) to file, at least annually, Form VETS-100A, Federal Contractor Veterans' Employment Report. The report includes information on the Contractor's employees who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans. The contents of the report, as well as the reporting period, are explained in detail. Requires the Contractor to invite covered veterans to identify themselves to the Contractor.

Reporting Requirements

The Contractor must complete and submit VETS-100A Reports no later than September 30 of each year.

Flowdown

Mandatory. Paragraph (g) requires the

prime contractor to include the terms of this clause in subcontracts over \$100,000 unless exempted by the Secretary of Labor.

Agency Supplements

None.

Recent Amendments

FAC 2001-01, 66 FR 53478, 10/22/2001, effective 12/21/2001; FAC 2005-13, 71 FR 57363, 9/28/2006, effective 9/28/2006; FAC 2005-46, 75 FR 60249, 9/29/2010, effective 9/29/2010

Required When Applicable

- Fixed-Price Supply
- Fixed-Price Research & Development
- Fixed-Price Service
- Fixed-Price Construction
- Cost-Reimbursement Supply
- Cost-Reimbursement Research and Development
- Cost-Reimbursement Service
- Cost-Reimbursement Construction
- Time and Material/Labor Hours
- Leasing of Motor Vehicles
- Communication Services
- Dismantling, Demolition, or Removal of Improvements
- Architect-Engineering
- Facilities
- Indefinite Delivery
- Transportation
- Simplified Acquisition Procedures
- Utility Services

52.227-10 FILING OF PATENT APPLICATIONS— CLASSIFIED SUBJECT MATTER

Text of Provision or Clause

Filing of Patent Applications—Classified Subject Matter (DEC 2007)

(a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified *Secret* or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181–188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

(b) Before filing a patent application in the United States disclosing any subject matter of this contract classified *Confidential*, the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.

(c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.

(d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.

(End of clause)

Provision or Clause

- Clause
- Authorized for incorporation by reference
- Uniform Contract Format section I

Prescribed In

FAR 27.203-2 Patents and Copyrights—Contract clause

Applicability

In solicitations and contracts that are classified or where the nature of the work reasonably might result in a patent application containing classified subject matter.

Description

Before filing a US patent application disclosing contract matter classified as “Confidential,” or “Secret” or higher, the Contractor must provide the proposed application to the contracting officer. The Government will determine whether the application should be placed under an order of secrecy or sealed, or the issuance of a patent should be delayed. If the subject matter of the contract is classified for security reasons, the Contractor cannot file an application outside the US without first obtaining the CO’s written approval. When filing, the Contractor must observe all applicable security regulations covering the transmission of classified subject matter.

Reporting Requirements

Before filing a patent application in the US disclosing any contract matter classified “Confidential,” or “Secret” or higher, the Contractor must provide the proposed application to the contracting officer. When transmitting the application to the Patent Office, the Contractor must by separate letter identify by agency and number the contract or contracts that

require security classification markings to be placed on the application.

Flowdown

Mandatory. Paragraph (e) requires the Contractor to incorporate the substance of this clause in subcontracts that cover or are likely to cover classified subject matter.

Agency Supplements

None.

Recent Amendments

FAC 84-1, 49 FR 12988, 3/30/84, effective 4/1/84; FAC 90-32, 60 FR 48206, 9/18/95, effective 10/1/95; FAC 2005-21, 72 FR 63045, 11/7/2007, effective 12/7/2007

Required When Applicable

- Fixed-Price Supply
- Cost-Reimbursement Supply
- Fixed-Price Research & Development
- Cost-Reimbursement Research and Development
- Fixed-Price Service
- Cost-Reimbursement Service
- Fixed-Price Construction
- Cost-Reimbursement Construction
- Communication Services
- Dismantling, Demolition, or Removal of Improvements
- Facilities
- Indefinite Delivery

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