

Cost Reimbursement Orders for F-22 Prime Contracts

The following terms and conditions apply in addition to the terms and conditions of Appendix 10 or 11 identified elsewhere in this order.

Part 1. Additional Clauses:

1. ALLOWABLE COST AND PAYMENT

(a) Invoicing. Buyer shall make payments to Seller when requested as work progresses, but not more often than once every 2 weeks, in amounts determined to be allowable by Buyer

(ii)

(1) Seller shall submit a completion invoice or voucher, designated as such, promptly upon completion of the Work, but no later than one year (or longer, as Buyer may approve in writing) from the completion date. Upon approval of that completion invoice or voucher and upon Seller's compliance with all terms of this Contract, Buyer shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) Seller shall pay to Buyer any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by Seller or any assignee under this Contract to the ex

FAR 52.232-22 Limitation of Funds (Apr 1984) is added with the following modifications: Applies if this contract is incrementally funded. "Contracting Officer" and "Government" mean "Buyer."

Part II Changed Clauses:

Clause 6 – Warranty is deleted.

Article 35 Compliance with Regulations is changed as follows:

FAR 52.233-3 Protest After Award (1996) is replaced with the Alternate I (Jun 1985) version of the clause.

FAR 52.242--15 52.242-15 Stop-Work Order (Aug 1989) is replaced with the Alternate I (Apr 1984) version of the clause.

FAR 52.243-1 Changes (Fixed Price) (Aug 1987) is deleted and replaced with the following clause:

FAR 52.243-2 Changes – Cost Reimbursement (Aug 1987)

"Contracting Officer" and "Government" mean "Buyer." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.

FAR 52.246-2 Inspection of Supplies (Fixed Price) (Aug 1996) is deleted and replaced with the following clause:

FAR 52.246-3 Inspection of Supplies – Cost Reimbursement (Mar 2001)

"Government" means "Buyer" except (1) in paragraphs (b), (c) and (d) where it means "Buyer and the Government" and (2) in paragraph (k) where the term is unchanged. In subparagraph (e), "60 days" is changed to "120 days", and in subparagraph (f) "6 months" is changed to "12 months."