

**Section B - Supplies/Services and Prices/Costs**

This is a Phase III SBIR contract award as based on the core efforts conducted under Phases I and II and as initially advertised in SBIR solicitation # \_\_\_\_\_. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The contractor shall perform the work efforts specified in Section B & C as set forth generally in the Statement of Work and as described specifically in individual delivery orders. Delivery Orders may be issued on a Cost Plus Fixed Fee, Time & Materials or Firm Fixed Price basis. **Each requirement and cost/pricing arrangement will be negotiated on a delivery order by delivery order basis.**

<u>Item</u>	<u>Supplies Services</u>	<u>Qty/UI</u>	<u>Amount</u>
0001	Services and materials for engineering tasks including, but not limited to, research and development, prototype development and fabrication, demonstration/validation of applicable technology (including installations and testing), product development services, product application studies and modeling, fabrication/production of hardware, software design, software development and fabrication, retrofitting developed products into existing air or sea-based platforms and in-service engineering as based on the core efforts conducted under SBIR Topic # _____ as pertaining to _____ technology in accordance with the Statement of Work (Attachment 1), Sections B, C and as set forth in individual delivery orders.	1 LO	
0002	Materials/Travel in support of Item 0001 in accordance with the SOW and as set forth in individual delivery orders (T & M)	1 LO Not To Exceed	\$2,500,000
0003	Data for Item 0001, to be produced in accordance with the individual delivery order SOW and as set forth in applicable delivery order DD 1423s, Contract Data Requirements Lists, and DD 1664, Data Item Descriptions	1 LO	NSP
0004	Operations Security (OPSEC) data, to be produced in accordance with the individual delivery order SOW and as set forth in applicable delivery order DD-254s, DD 1423s, Contract Data Requirements Lists, and DD 1664, Data Item Descriptions, and as required.	1 LO	NSP

Total Not To Exceed Value –

\$25,000,000

**Government Liability**

**The Government’s “minimum quantity” liability for services and/or materials required under this contract (in its entirety, including the issuance of any or all delivery orders for the life of the contract), per FAR 52.216-22, is limited to the initial funding of the 1<sup>st</sup> Delivery order, and conditioned upon Government execution of the contract. (See also clause F3).**

The total contract not to exceed is \$25,000,000.

Firm Fixed Price Delivery Orders may be incrementally funded per DFAR 252.232-7007, Limitation of Government’s obligation (See Section H), if proper for the appropriation. Time & Materials delivery orders shall use the rates set forth in Section B. Item 0002 will be used for Time and Materials delivery orders only. Materials and Travel for all other delivery order types will be included in Item 0001 pricing.

**B1. Cost Reimbursement Completion Form Delivery Orders**

- (a) The Government may issue delivery orders on a cost reimbursement basis. The terms, conditions and procedures relevant to execution of a Cost Reimbursement order are contained within this contract. The Government’s delivery order liability is limited as set forth in this contract and in individual orders and as controlled by FAR 52.232-20/22, Limitation of Funds/Limitation of Cost as applicable.
- (b) All cost reimbursement orders will be issued on a completion form basis. If orders are issued on a cost reimbursement basis, the total estimated cost to complete the work will be set forth in the order, along with a fixed fee negotiated by the contractor and the Government. There is no set number of labor hours for specific labor categories contained within this contract. See Clause C.1 for the ordering procedure.

**B.1 Payment of Fixed Fee: Cost Reimbursement Completion Form Delivery Orders**

The Government shall make payments (provisional) to the contractor when requested as work progresses, but not more than twice per month. The fixed fee specified herein, subject to any adjustment required by other provisions of this contract, will be made in installments to be paid at the time of each provisional payment of the allowable cost. The amount of each such payment of fee shall be in the same ratio to the total fixed fee as the provisional payment of allowable cost is to the total estimated cost of the contract. The balance of the fixed fee will be paid in accordance with other clauses in this contract.

Withholding - Per FAR 52.216-8, Fixed Fee, after payment of 85% of the fixed fee, the Contracting Officer may withhold 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000 until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government’s interest.

In the event of discontinuance of the work, the fixed fee shall be redetermined by mutual agreement equitably to reflect any diminution of the work performed per FAR 52.232-22, Limitation of Funds. The fee will be adjusted to reflect the amount equal to the percentage of completed work contemplated by this contract.

**B2. Time & Materials Delivery Orders – Ordering Rates**

The Government may issue orders on a Time & Materials basis. The following rates shall be used in the event that a delivery order is issued on a time and materials basis.

Categories	Base Year	YR 2	YR 3	YR 4	YR 5

When using T&M orders, the contractor shall propose rates for all delivery orders based on the estimated period of performance of the work efforts. The ceiling price will be negotiated and contractually established based on the distribution of individual labor categories within the estimated performance period and the rates set forth above. Once a ceiling price has been established for performance, and a delivery order issued, the contractor shall only be allowed to bill using the rates set out in that delivery order, regardless of whether actual performance crosses over contract years. A delivery order can be written (and a ceiling price established) to indicate that a percentage of effort will be billed at Year 1 rates and a percentage at Year 2 rates per category and so on for other years in the term.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 STATEMENT OF WORK**

The contractor may be required to perform on individual Task or Delivery Orders as described generically in the attached Statement of Work and in specific task order Statements of Work. The Government will request a cost and/or technical proposal for the

performance of efforts described herein. The request shall contain a description of the specific work to be accomplished, the performance schedule and any other requirements needed to complete the efforts, including type of contract required. Upon issuance of a delivery order, the Contractor shall promptly commence the work and diligently prosecute the work to completion.

This contract also sets forth all negotiated terms and conditions pertinent to award of this contract, including specific information required for contract performance and administration.

Precedence of SOW areas of, or within, individual tasking in T&M or CPFF delivery orders may be necessary during performance. The Government reserves the right to establish task precedence any time there is a conflict between the parties over technical methodology, critical path or engineering strategy needed to accomplish the goal of the Navy program affected by, or under, this contract. Prioritization of conflicting tasking by the Contracting Officer, the COR or the Delivery Order Technical Point of Contact (TPOC) does not constitute a change to the contract/delivery order under the Changes Clause (FAR 52.243) nor exempt the contractor from the requirements of the Limitation of Funds or Limitation of Cost clauses, if applicable. Firm Fixed Price delivery orders may be done on a completion or level of effort basis.

### **C3. EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS**

Unless otherwise specified, the revision level and date for each specification and standard cited within this contract or any resultant delivery order (including any specifications or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards (DoDISS) dated 1 July 1996 with supplement dated 1 January 1997. (See also Clause H2)

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING OF REPORTS**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery order number.
- (3) Contract/Delivery order dollar amount.

(4) Name, code and activity of sponsoring individual.

## **SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 The following contract clauses are hereby incorporated by reference:**

<u>Number</u>	<u>Title</u>
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 96)
52.246-3	INSPECTION OF SUPPLIES-COST REIMBURSEMENT (APR 84)
52.246-9	INSPECTION OF R&D – COST REIMBURSEMENT (APR 84)
52.246-6	INSPECTION OF T&M (JAN 86)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

### **E. 2 INSPECTION AND ACCEPTANCE (DESTINATION)**

(a) Inspection and acceptance of the supplies, R&D, and T&M services to be furnished hereunder shall be performed at destination by the delivery order TPOC, the Contracting Officer's Representative (COR) or other Government designated representative.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements. See the above Section E referenced provisions of this contract for the exact clause that fully describe the rights and duties of the parties in inspection and acceptance.

### **E. 3 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO), the COR or delivery order TPOC. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items (as required). Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO.

## SECTION F - DELIVERIES OR PERFORMANCE

**F.1 The following contract clauses are hereby incorporated by reference:**

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989)	
52.247-34	F.O.B. DESTINATION (NOV 1991)	
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)	

### F.2 PERIOD OF PERFORMANCE

(a) The contract shall commence on date of contract award and shall continue 60 months thereafter.

### F.3 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity will be established as follows:

(1) The guaranteed minimum for this contract in its entirety is \$\_\_\_\_\_. See statement on Government Liability in Section B above).

(2) The maximum quantity is the total "not to exceed" quantity for all items as set forth in the schedule.

### F.4 TECHNICAL DATA AND INFORMATION

Technical Data and Information per delivery order shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423 as set forth in each delivery order and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes.

(1) PCO, Code (See Clause H.8)

(2) ACO, Code (See Clause G.4)

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period (if required by the CDRL) provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: See individual delivery order

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

(a) The Contracting Officer has designated the individual listed below as the authorized Contracting Officer's Representative (COR) for this contract. Each delivery order shall designate a separate Technical Point of Contact (TPOC) for administration of the delivery order.

Name, Address, etc.  
Patuxent River, MD 10670  
Phone:  
Email:

(b) The duties of the COR are as follows:

(1) Perform the duties and comply with the responsibilities and limitations specified in the COR appointment memorandum, including the documentation of actions taken under such delegation of authority;

(2) Inform the PCO when they will be unavailable to perform their duties;

- (3) Maintain an arms-length relationship with contractor employees;
- (4) Identify contract requirements and changes as they occur to the COSR for all classified contracts;
- (5) Avoid any conflict of interest or any appearance of a conflict of interest. If a conflict or the perception of a conflict of interest develops, notify the appointing PCO and nominating official immediately;
- (6) Adhere to the statutes and regulations governing standards of conduct;
- (7) Obtain comprehensive or refresher training every 3 years or as required by the PCO;
- (8) When CPARs are required, understand the COR role and responsibilities;
- (9) Pay particular attention to the timely review of invoices; and
- (10) Provide the COR coordinator a copy of the appointment memorandum (without enclosures).

(c) CORs shall not:

- (1) Issue Task Orders;
- (2) Change or give the appearance of changing the intent or substance of an order or contract;
- (3) Perform their duties in a manner that would suggest the contract is a vehicle for personal services;
- (4) Interfere with the contractor's dealings with organized labor or with the contractor's personnel practices; or
- (5) Receive, inspect or accept supplies or services resulting from a requirement the COR initiated.

## **G.2 SUBMISSION OF INVOICES**

In addition to the information below, contractors are advised to review the SBIR website or <http://www.acq.osd.mil/sadbu/sbir> and access the Complete Site Index for suggestions on how to facilitate invoice processing and payment. Strict compliance with the invoice instructions will facilitate early payment of invoices.

**G.2(a) SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under firm fixed price or fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor (*see Clause G.4*) at the following address (*see Clause G.4*) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR) and the Delivery Order TPOC. Following verification, the contract auditor (*see Clause G.4*) will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

In lieu of the process stated in paragraph (b) above, the contractor may use the alternate (b) below, direct submission process, if approved by the DCAA.

**(b) Submission of Invoices Direct to Payment Office.**

(1) Pursuant to DFARS 242.803(b)(i)(C), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit interim vouchers under this contract direct to the payment office shown in Block 12 of SF 26 in lieu of the contract auditor as above.

(2) Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor shown in paragraph G.2 below. The final voucher shall be submitted as indicated in subparagraph (g) below.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each Delivery Order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN).

(2) Subline item number (SLIN).

(3) Accounting Classification Reference Number (ACRN).

(4) Payment terms.

(5) Procuring activity.

(6) Date supplies provided or services performed.

(7) Costs incurred and allowable under the contract.

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

\_\_\_ is required with each invoice submittal.

**X is required only with the final invoice.**

\_\_\_ is not required.

(f) A Certificate of Performance

\_\_\_ shall be provided with each invoice submittal.

**X is not required.**

(g) A DD 250, Material Inspection and Receiving Report (MIRR) may be required for acceptance of specific data items as set out in the DD 1423 requirements. This form of acceptance is primarily an administrative quality assurance function not directly related to the interim payment process. If not indicated specifically as required for payment purposes, a DD 250 is otherwise only required with the last interim and final invoice. Appendix F-306 to the Defense supplement to the FAR (DFARS) provides instructions for completion of the DD 250. The contract administration and procurement offices may also provide copies and/or information on completion of the form. A Certificate of Performance is not required to be submitted with each invoice.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) The Contractor shall submit a last interim invoice for the contract within one year of the contract completion. This invoice shall include a list of all other invoices previously tendered under this contract. In addition to the individual offices receiving copies of invoices during the normal interim billing process, this last interim invoice shall also be submitted to the

technical liaison for final acceptance and contract closeout purposes. If the invoice is acceptable to the delivery order TPOC, he will sign off on the DD 250 and forward to the cog DCAA office. If unacceptable to the delivery order TPOC, he/she will notify the PCO or ACO to resolve any discrepancies. The paying office will not process the last interim invoice until the DD 250 has been approved by the delivery order TPOC.

(j) The contractor shall submit the final invoice, if necessary, directly to the ACO following the final adjustment of its indirect rates per FAR 52.216-7.

### **G.2(b) SUBMISSION OF INVOICES (Firm Fixed Price)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit an original invoice with 3 copies to the address set forth below or otherwise identified in the contract award form in Block 12. The use of a DD 250, Material Inspection and Receiving Report (MIRR) is required for the delivery of the data/supplies required under this contract. Appendix F-306 to the Defense supplement to the FAR (DFARS) provides instructions for completion of this form. The contract administration and procurement offices may also provide copies and/or information on completion of the form. Contractors are advised that payment invoices should be directly submitted per subsection to the delivery order TPOC.

(c) In addition to the requirements of the Prompt Payment Clause (FAR 52.232-25) of this contract, the contractor shall cite on each invoice the contract line item number (CLIN), subline item number (SLIN), if applicable, and the accounting classification reference number as identified in the accounting and appropriation data and any payment terms.

(d) The contractor shall prepare:

\_\_\_\_\_ a separate invoice for each activity designated to receive the deliverables.

\_\_\_\_\_ a consolidated invoice covering all shipments delivered under an individual order

  X   either of the above

(e) If acceptance is at origin, the contractor shall submit the DD 250 or other acceptance verification directly to the designated payment office. If acceptance is at destination, the contractor shall submit the DD 250 to the Government TPOC listed above who will then forward acceptance verification (the signed DD 250) to the designated payment office (if requested by the contractor), unless the contractor requests return of the acceptance documents to their office for forwarding. If the contractor fails to specifically request either return of the signed acceptance documents or forwarding by the TPOC to the DFAS, the TPOC will return the DD 250 to the contractor. FAX copies of payment vouchers are sufficient for acceptance purposes.

**G.3 INVOICE INSTRUCTIONS (Other)**

(a) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).

(b) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

**G.4 CONTRACT ADMINISTRATION DATA**

Administrative Fill-ins: For administration, inspection, payment, patent and customer service purposes, the following information is provided:

Contract Administration Office

The DCMAO office has been assigned administration of this contract as set out in FAR Part 42. Not all of the activities to be performed by the administrative office during the life of this contract have been specifically identified or delegated. All correspondence between the contractor and Government concerning any admin activities should be directed to the Administrative Contracting Officer (ACO) at the address above. A copy of all such correspondence should also be directed to the Procurement Office Point of Contact.

Payment Office

The office above is designated as the disbursal office for payment under this contract. Invoices submitted for payment which do not contain CLIN or SLIN and the appropriate accounting classification reference number (ACRN) will be returned for correction. The disbursement of funds will be by CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN/SLIN. Inquiries regarding payment should be referred to: **Insert customer service phone #.**

DCAA Office

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Accounting and Appropriation Data

ACR: To be set forth in each delivery order

Direct Cite PR#:

NAWC JO#:

NAWC PR#:

Delivery Order Technical Point of Contact (TPOC)

To be established in individual delivery orders.

Procurement Office Point of Contact (POC)

Naval Air Warfare Center - Aircraft Division

Highway 547 - Bldg 129: M/S - 129-2

Attn: Mr/Ms.

Lakehurst NJ 08733-5000

Phone Number:

FAX Number:

email #:

Patent Office Address

Associate Counsel – Patents Office Code 7.7

Naval Air Warfare Center - Aircraft Division

Bldg 435 – Suite A

47076 Liljencrantz Road - Unit7

Patuxent River, MD 20670-5304

Phone #: 301-342-9559

Documents pertaining to invention reports and disclosures should be sent directly to the NAWCAD to the attention of the delivery order TPOC for forwarding to the NAWCAD Legal Counsel for disposition and contract closeout. See Clause H.11 below.

Neither the COR nor the TPOC has the authority to take any action, either directly or indirectly, that would change any of the contract terms and conditions (i.e., pricing, delivery schedule, delivery destination) or to otherwise direct the accomplishment of effort which goes beyond the scope of this contract. Section H of this contract sets forth the principles for changes under the contract.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs)**

(a) Ordering Procedures for Data Item Descriptions (DIDs) Listed in the contract or in individual delivery orders. The DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a cost of \$150.00.

**(c) Contractors are advised that a web site is available for viewing or printing out DIDs as follows: <http://astimage.daps.dla.mil/quicksearch/>**

### **H.2 Delivery Order Procedures**

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer:

Lakehurst Contracts Code 2.5.2, and  
Site(s) yet to be determined that may be delegated authority by the PCO

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Delivery Orders. The Government contemplates award of cost-plus-fixed fee, firm fixed price and time & materials delivery orders under this contract. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. No work will be performed and no payment will be made except as authorized by a delivery order.

(c) All costs associated with presentation, and/or discussion of the contractor's delivery order proposal shall be at the contractor's expense; post award delivery Order administration (including applicable personnel cost allocations by delivery order) shall also be at the contractor's expense. The contractor is responsible for determining the most appropriate method for recovering such costs based on its standard accounting practices.

(d) A delivery order shall be issued for each work effort. Delivery Orders will be issued on a DD Form 1155. In addition to any other data that may be called for in the contract, the following information shall be specified in each order as applicable:

- (1) Date of order.
- (2) Contract and Task Order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.

(10) Estimated cost and fee for CPFF orders, loaded labor rates, materials costs and ceiling for T&M orders and total price for FFP orders

(11) List of Government furnished property and the estimated value of the property.

(12) Invoice and payment provisions to the extent not covered by the contract.

(13) Accounting and appropriation data.

(14) Period of performance.

(15) Organizational Conflict of Interest provisions.

(16) Type of order (e.g., completion, term)

(e) Negotiated Agreement. No unpriced orders will be issued – all delivery order shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written (or oral) request for proposal. The request may include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and
- (iv) any other pertinent information deemed necessary.

(2) The contractor shall provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at the time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required.

(f) Total Dollar Amount. The total dollar amount of each delivery order constitutes a ceiling price for that order, regardless of order type. The limits of Government liability are set forth in FAR 52.232-20/22, "Limitation of Cost/Funds", as specified per order. The requirements for notification set forth in FAR 52.232-20/22, "Limitation of Cost/Funds" are pertinent to individual CPFF Delivery orders, as applicable. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a CPFF delivery order will include fee in the same manner as established in the basic delivery order. CPFF delivery orders may be incrementally funded.

(g) Oral Orders. Oral orders are not contemplated nor currently allowable under this contract.

(h) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable.

### **H.3 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION**

See DFAR 252.227-7018 for information on SBIR data rights. The SBIR Technical Data Rights clause applies to all delivery orders under this contract.

### **H.4 REIMBURSEMENT OF TRAVEL AND PER DIEM COSTS**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations, Volume II, for civilian personnel.

(c) No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the TPOC in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Department of Defense Joint Travel Regulation, Volume II. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the TPOC. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the TPOC, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing Per Diem in the worksite locality. These rates will be based on rates contained in the Department of Defense Joint Travel Regulations, Volume II. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and the day of return. Reimbursement to the contractor for Per Diem shall be limited to actual payments to per

diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for Per Diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the Per Diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

## **H.5 Allotment of Funds – Incrementally Funded Cost Reimbursement Delivery Orders**

For the purposes of paragraph (b) of the “Limitation of Funds” clause of this contract 52.232-22 of the general provisions -

(a) the amount available for payment and allotted to this incrementally funded contract is *(to be determined on each individual order)*;

(b) the items covered by such amount are *(to be determined on each individual order)* ;  
and

(c) the period of performance for which it is estimated the allotted amount will cover is *(to be determined on each individual order)*.

## **H.6 Principal Investigator/Key Personnel Primary Employment**

A key person(s) may be required on a delivery order. If required, the principal investigator/key person will be set forth in each delivery order. Any individual designated as a principal investigator/key person must have their primary employment with the contractor. Primary employment means that more than one-half of the principal investigator’s/key person’s time is spent with the SBIR contractor. Deviation from this requirement must be approved in advance by the PCO.

### **H.6(a) Limitations on Subcontracting**

Unless approved in advance by the PCO, the contractor shall limit proposed subcontracted work efforts under this contract to a maximum of fifty percent (50%) of the total work effort value as measured by the total of all proposed direct and indirect costs per individual delivery order, and to the extent practicable in keeping with the purposes of the SBIR program.

## **H.7 Substitution of Principal Investigator/Key Personnel**

(a) The contractor shall notify the Contracting Officer or Procurement Office POC of any proposed change in the employment status of the primary investigator/key person or any

request to substitute for the principal investigator/key person. Decisions regarding any changes will be based on whether the effort is substantially degraded by the removal/substitution of the Primary Investigator/key person and will be evaluated on a case by case basis. The Contracting Officer will subsequently notify the contractor in writing of approval or disapproval. Government approval of any other personnel changes is not required.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (c) below.

(c) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(d) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the order price or fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

## **H.8 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

The Contracting Officer is the only person authorized to approve changes in the requirements of this contract. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer. This clause specifically prohibits a contractor from implementing changes pursuant to direction from anyone other than the Contracting Officer and that to do so is considered at their own risk. No adjustment will be made in the contract price to cover any increase in charges incurred as a result of such unauthorized action.

Contractors should be advised that conversations, recommendations and/or suggestions made during the course of any required briefings, technical reviews or face-to-face meetings conducted to discuss performance or progress are not considered direction. The name and address of the Procuring Contracting Officer (PCO) is:

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Naval Air Warfare Center - Aircraft Division  
Highway 547 - Bldg 129: M/S - 129-2  
Lakehurst NJ 08733-5000  
Phone Number: (908) 323-2062  
FAX Number: (908) 323-2908  
email #:

In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

## **H.9 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE**

For the purpose of performing on cost reimbursement delivery orders, the following types of insurance are required in accordance with the clause entitled "Insurance – Liability to Third Persons (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000.00 per occurrence.
- (b) Automobile Insurance: \$200,000.00 per person  
\$500,000.00 per occurrence for bodily injury  
\$20,000.00 per occurrence for property
- (c) Worker's Compensation and Employer's Liability Insurance: Minimum of \$100,000.00.

## **H.10 US Performance**

All entities awarded a contract under the SBIR program shall purchase only American-made products and equipment, to the extent practicable, in keeping with the purposes of the program and the needs of the project. Any levels of effort contained in a delivery order issued pursuant to this contract (regardless of delivery order type) must be performed by the small business concern in the United States, (meaning the 50 states, any territories and/or possessions of the US, plus the District of Columbia), to the extent practicable in keeping with the purposes of the program and the needs of the project.

## **H.11 Invention Disclosures and Reports**

Patent Counsel will represent the Contracting Officer with regard to invention reporting matters. In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated delivery order TPOC within 3 months

after completion of the delivery order. These forms can be obtained from either the Patent Counsel at Patuxent River, the ACO/PCO or on various Government websites. The TPOC will forward the report to the Patent Counsel listed in G.1(f) above. The contractor shall also submit a copy of the disclosure to the contracts point of contact (both at the Procurement office with a copy to the Administrative office also designated herein).

## **H.12 Incorporation of Representations and Certifications.**

All representations and certifications and other written statements made by the contractor in response to Section K incident to award of this contract are hereby incorporated by reference.

## **SECTION I – CONTRACT CLAUSES**

### **I.1 The following contract clauses are hereby incorporated by reference:**

This solicitation incorporates one or more solicitation provisions 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 solicitation provision may be accessed electronically at this/these addresses:

Federal Acquisition Regulations (FAR) : <http://www.arnet.gov/far>

Defense Federal Acquisition Regulation Supplement (DRARS):  
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

FAR and/or DFARS: <http://web.1.deskbook.osd.mil/default.asp>

<u>Number</u>	<u>Title</u>	<u>Date</u>
<b>252.201-7000</b>	<b>CONTRACTING OFFICER'S REPRESENTATIVE</b>	<b>(DEC 1991)</b>
<b>52.202-1</b>	<b>DEFINITIONS</b>	<b>(OCT 1995)</b>
<b>52.203-3</b>	<b>GRATUITIES</b>	<b>(APR 1984)</b>
<b>52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES</b>	<b>(APR 1984)</b>
<b>52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b>	<b>(JUL 1995)</b>
<b>52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES</b>	<b>(JUL 1995)</b>
<b>52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b>	<b>(JAN 1997)</b>
<b>52.203-10</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b>	<b>(JAN 1997)</b>
<b>52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b>	<b>(JUN 1997)</b>

- 252.203-7000 Statutory Prohibitions on Compensation to Former (Dec 1991)  
DOD Employees
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF  
FRAUD OR OTHER DEFENSE-CONTRACT-RELATED  
FELONIES (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED  
PAPER (JUN 1996)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7001 Commercial and Government Entity code Reporting (Dec 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK  
PRODUCT (APR 1992)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE  
AGREEMENT HOLDERS (DEC 1991)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED,  
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL  
1995)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS  
SUBJECT TO ON-SITE INSPECTION UNDER THE  
INTERMEDIATE- RANGE NUCLEAR FORCES (INF)  
TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR  
CONTROLLED BY THE GOVERNMENT OF A TERRORIST  
COUNTRY (MAR 1998)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  
(SEP 1990)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT  
(OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS  
(DEC 1998)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST  
RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS  
(OCT 1997)
- 252.215-7000 Pricing Adjustments (Dec 1991)
- 252.215-7002 Cost Estimating System Requirements (Dec 1991)
- 52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)
- 52.216-8 FIXED FEE (MAR 1997)
- 52.216-18 ORDERING (OCT 1995)

para.(a) fill-ins: ...from date of award through 60 months thereafter.

52.216-19 ORDER LIMITATIONS (OCT 1995)  
52.216-22 INDEFINITE QUANTITY (OCT 1995)  
52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
52.222-3 CONVICT LABOR (AUG 1996)  
52.222-26 EQUAL OPPORTUNITY (FEB 1999)  
52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND  
VETERANS OF THE VIETNAM ERA (APR 1998)  
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH  
DISABILITIES (JUN 1998)  
52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS  
AND VETERANS OF THE VIETNAM ERA (JAN 1999)  
52.223-2 CLEAN AIR AND WATER (APR 1984)  
52.223-5 POLLUTION PREVENTION AND RIGHT TO KNOW  
INFORMATION (APR 1998)  
52.223-6 DRUG-FREE WORKPLACE (JAN 1997)  
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF  
TOXIC AND HAZARDOUS MATERIALS (APR 1993)  
52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
(AUG 1998)  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF  
PAYMENTS PROGRAM  
(MAR 1998)  
252.225-7002 QUALIFYING COUNTRY SOURCES AS  
SUBCONTRACTORS  
(DEC 1991)  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC  
COMMODITIES (MAY 1999)  
252.225-7026 REPORTING OF CONTRACT PERFORMANCE  
OUTSIDE THE UNITED STATES (MAR 1998)  
-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  
ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE  
CONTRACTORS OUTSIDE THE UNITED STATES (JUN  
1998)  
52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-  
OWNED ECONOMIC ENTERPRISES (MAY 1999)  
52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND  
COPYRIGHT INFRINGEMENT (AUG 1996)  
252.227-7018 Rights in Noncommercial technical Data and Computer  
Software - SBIR Program  
252.227-7017 IDENTIFICATION AND ASSERTION OF USE,  
RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION  
(JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS –  
COMPUTER SOFTWARE (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF  
GOVERNMENT-FURNISHED INFORMATION MARKED  
WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7028 Technical Data or Computer Software previously  
delivered to the Government

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT  
(OCT 1988)

252.227-7036 DECLARATION OF TECHNICAL DATA  
CONFORMITY (JAN 1997)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON  
TECHNICAL DATA (NOV 1995)

252.227-7039 Patents - Reporting of Subject Inventions (Apr 1990)

52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR  
1996)

252.231-7000 Supplemental Cost Principles (Dec 1991)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR  
1984)

52.232-16 PROGRESS PAYMENTS (JUL 1991)

52.232-17 INTEREST (JUN 1996)

52.232-20 LIMITATION OF COST

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-23 I ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I  
(APR 1984)

52.232-25 PROMPT PAYMENT (JUN 1997)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS  
TRANSFER PAYMENT (MAY 1999)

252.232-7006 Reduction or Suspension of Contract Payments (Aug 1992)

52.233-1 I DISPUTES (DEC 1998) – ALTERNATE 1 (DEC 1991)

252.235-7011 Final Scientific or Technical Report (May 1995)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,  
EQUIPMENT AND VEGETATION (APR 1984)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

52.242-13 BANKRUPTCY (JUL 1995)

252.242-7000 Postaward Conference Dec 1991

52.243-2 I CHANGES - COST REIMBURSEMENT (AUG 1987) -  
ALTERNATE I (APR 1984)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

52.244-2 I SUBCONTRACTS (AUG 1998) – ALTERNATE I (AUG 1998)  
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND  
COMMERCIAL COMPONENTS (OCT 1998)  
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY  
1994)  
252.246-7001 WARRANTY OF DATA (DEC 1991)  
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN  
1997)  
52.249-6 TERMINATION (COST REIMBURSEMENT) (SEP 1996)  
52.249-2 DEFAULT  
52.249-14 EXCUSABLE DELAYS (APR 1984)  
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)  
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY  
SOURCES (MAY 1995)  
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

#### SECTION J - LIST OF ATTACHMENTS

EXHIBIT

TITLE

A DD Form 1423, Contract Data Requirements List  
(See individual Delivery Orders)

ATTACHMENT

1 Statement of Work

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS OR QUOTERS**

**K.1 The following solicitation provisions are hereby incorporated by reference:**

<u>Number</u>	<u>Title</u>
<b>52.203-11</b>	<b>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)</b>
<b>252.209-7001</b>	<b>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)</b>
<b>52.222-21</b>	<b>CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)</b>

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_\_\_ TIN: \_\_\_\_\_

\_\_\_\_\_ Tin has been applied for:

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign Government.

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign Government;

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_.

## (f) Common Parent.

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_\_\_\_ are not\_\_\_\_\_, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have\_\_\_\_\_, have not\_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract;

violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_\_, are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_\_, has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision --

(1) Effectively owned or controlled means that a foreign Government or any entity controlled by a foreign Government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign Government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign Government; or

(B) Any individual acting on behalf of a foreign Government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign Government if the ownership of that organization or corporation by that foreign Government was effective before October 23, 1992.

(3) Foreign Government includes the state and the Government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign Government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign Government has in the Offeror when that interest constitutes control by a foreign Government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any

reportable interest a foreign Government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

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Name and Address of Offeror

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Name and Address of Entity  
Controlled by a Foreign Government  
Foreign Government

Description of Interest, Ownership  
Percentage, and Identification of

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**K8. 52.219-1 II SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) - ALTERNATE II (JAN 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is \$20.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indian, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Naruru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern”, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

## **K9. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The offeror represents that-

(a) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \_\_\_\_\_ has, \_\_\_\_\_ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K10. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

(a) It \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K13. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each blank that is applicable.)

\_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_\_(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

\_\_\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K17. 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it -

\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L.1 The following solicitation provisions are hereby incorporated by reference:**

<u>Number</u>	<u>Title</u>	<u>Date</u>
<b>52.204-6</b>	<b>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</b>	
	<b>(JUN 1999)</b>	
<b>252.204-7001</b>	<b>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)</b>	
<b>252-209-7003</b>	<b>COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)</b>	
<b>52.211-14</b>	<b>NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)</b>	
	check one: ,, <input type="checkbox"/> DX or <input checked="" type="checkbox"/> DO rated order ...	

**52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**52.216-1 TYPE OF CONTRACT (APR 1984)**