

ATTACHMENT 1 - FAR MODEL CONTRACT AND INSTRUCTIONS

Instructions to an Offeror for a FAR Contract Award

The following shall be provided in the FAR cost volume (Volume 2):

1. Cover sheet to include: (1) BAA number; (2) Lead organization submitting proposal; (3) Type of business, selected among the following categories: Large Business, Small Disadvantaged Business, Woman Owned Business, Historically Black College or University, Minority Institution, Other Educational or Other Nonprofit; (4) Offeror's proposal reference number, if any; (5) Other team members (if applicable) and type of business for each; (6) Proposal title; (7) Technical and administrative points of contact to include: salutation, last name, first name, street address, city, state, zip code, telephone, fax (if applicable), and electronic mail address (if applicable); (8) Place(s) and period of performance; (9) Total proposed price; (10) Name, address, and telephone number of the offeror's cognizant Defense contract Management Agency (DCMA) administration office (if known); (11) Name, address, and telephone number of the offeror's cognizant Defense Contract Audit Agency (DCAA) office (if known); (12) DUNs, TIN and CAGE Code; and (13) Proposal submittal date.
2. Note: Cost or pricing data as defined in FAR Subpart 2.101 shall be required if the offeror's proposal is for a contract award of \$550,000 or more unless the offeror requests an exception from the requirement to submit cost or pricing data. The requirements for the submission of cost or pricing data are specified in FAR Subpart 15.403-4 (see <http://www.arnet.gov/far>).
3. Large businesses submitting proposals with a dollar value of \$500,000 or more must submit a Subcontracting Plan for Small and Small Disadvantaged Businesses.

FAR Model Contract

Section B: Supplies or Services and Prices/Costs

<u>CLIN</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Project FALCON Support for Task 1 entitled "Small Launch Vehicle" or Task 2 entitled "Hypersonic Weapon Systems"	1	LO	NSP*	NSP*
	PURCHASE REQUEST NUMBER _____				
	ACRN AA Funded Amount: \$				
0001AA	Milestone 1	1	EA	\$	\$
0001AB	Milestone 2	1	EA	\$	\$
0001AC	Milestone 3	1	EA	\$	\$
0001AD	Milestone 4	1	EA	\$	\$
Total 0001 Contract Consideration (Firm-Fixed-Price)					\$

*Not Separately Priced

Section C: Descriptions and Specifications

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number 0001 in accordance with the Statement of Work, Attachment 1 hereto and as specified in the Contractor's Proposal No. _____ submitted in response to BAA Number 03-35, entitled "_____", dated _____, copies of which are in the possession of both parties to this contract.

(b) In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the technical proposal.

C-2 Reports and Other Deliverables

(a) The contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F:

(b) Reports delivered and specific materials and designs developed by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in the applicable Rights in Technical Data Clause incorporated by reference in Section I.

(c) Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

(d) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting that sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report.

(e) The cover or title page of each of the above reports or publications prepared will have the following acknowledgement of support:

This material is based upon work supported by the
Defense Advanced Research Projects Agency
Tactical Technology Office
(Effort/Program Title)
ARPA Order No. _____
Program Code No. _____
Issued by DARPA/CMO under Contract #MDA972-03-C-00XX

(f) All technical reports must (1) be prepared in accordance with American National Standards Institute Standard/National Information Standards Organization (ANSI/NISO) Z39.18-1995, "Scientific and Technical Reports – Elements, Organization, and Design," approved March 21, 1995, (2) include a Standard Form 298, and (3) be marked with an appropriate Distribution Statement.

Section D: Packaging and Marking

D-1 Packaging and Marking

All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and insure safe delivery at destination.

Section E: Inspection and Acceptance

E-1 Inspection and Acceptance at Destination

Inspection and acceptance of all items shall be made at destination by the receiving activity. A DD Form 250, "Material Inspection and Receiving Report," prepared and distributed in accordance with DFARS Appendix F, is required for each deliverable.

Section F: Deliveries or Performance

F-1 Term of Contract

The term of the contract commences on the effective date and continues through _____.

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressees specified in Article F-3 in accordance with the following:

<u>Item No.</u>	<u>Description</u>	<u>Due Date</u> (on or before)
0001AA	Milestone 1	Upon award of contract
0001AB	Milestone 2	Two (2) months after award of contract
0001AC	Milestone 3	Four (4) months after award of contract
0001AD	Milestone 4	Six (6) months after award of contract

F-3 Distribution of Reports and Other Deliverables

- (a) DARPA/TTO
 ATTN: Dr. Steven Walker
 3701 N. Fairfax Drive
 Arlington, VA 22203-1714
 (One copy of each report)
- (b) DARPA/FA
 ATTN: Library
 (One copy of each report)
- (c) Defense Technical Information Center
 ATTN: OCC
 8725 John J. Kingman Road, Suite 0944
 Ft. Belvoir, VA 22060-6218
 (Two copies of each technical report)
- (d) DARPA/TTO
 ATTN: ADPM
 3701 N. Fairfax Drive
 Arlington, VA 22203-1714

F-4 Notice Regarding Late Delivery

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

Section G: Contract Administration Data

G-1 Contract Administration

The Government may contact the following Contractor representative for prompt action on matters pertaining to administration of the contract:

NAME:
TITLE:
TELEPHONE NO: AREA CODE (____) NUMBER _____
FAX NO: AREA CODE (____) NUMBER _____
E-MAIL:

G-2 Delegation of Authority for Contract Administration

DCMA _____ is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives. Pursuant to FAR 42.302(b)(11), the contract administration office is specifically authorized to prepare the evaluation of the Contractor's performance in accordance with FAR Subpart 42.15.

G-3 Accounting and Appropriation Data

ACRN: _____ \$

G-4 Payment Instructions for Multiple Accounting Classification Citations

Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN.

Section H: Special Contract Requirements

H-1 Contracting Officer

Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract.

H-2 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of _____; Voice: (____) _____, Fax: (____) _____, Email: _____. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work:
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated cost, the fixed fee, or the time required for contract performance; or

- (4) Changes any of the stated terms, conditions, or specifications of the contract.

H-3 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are identified as follows:

- (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- (2) Personnel whose resumes were submitted with the proposal, or
- (3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations.

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

H-4 Restriction on Printing

Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

H-5 Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor.

(b) When submitting material for clearance for open publication, the Contractor must furnish the DARPA Technical Information Officer (TIO) with five copies and allow four weeks for processing. Viewgraph presentations must be accompanied by a written text. Whenever a paper is to be presented at a meeting, the Contractor must indicate the exact dates of the meeting or the Contractor's date deadline for submitting the material.

H-6 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operation, economical, technical, and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operation interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be adversely affected.

(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components

will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semifabricated materials, which are of commercial design, will be specified in metric units only when economically available and technically adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.

Section I Contract Clauses

NOTE: Applicability of the following Section I contract clauses may change based on the value of the contract awarded and/or the size of the business entity selected for award or other factors. The FAR/DFAR prescriptions are provided under the additional FAR and DFAR clauses should offerors wish to research applicability.

(a) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR 52.202-01	Definitions (DEC 2001)
FAR 52.203-03	Gratuities (APR 1984)
FAR 52.203-05	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-07	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52-203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUNE 1997)
FAR 52.204-04	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-05	Material Requirements (AUG 2000)
FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
FAR 52.215-02	Audit and Records—Negotiation (JUN 1999)
FAR 52.215-08	Order of Precedence—Uniform Contract Format (OCT 1997)
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)

FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
FAR 52.219-08	Utilization of Small Business Concerns (OCT 2000)
FAR 52.222-01	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-03	Convict Labor (AUG 1996)
FAR 52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
FAR 52.222-19	Child Labor – Cooperating with Authorities and Remedies (DEC 2001)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (APR 2002)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-38	Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
FAR 52.223-06	Drug-Free Workplace (MAY 2001)
FAR 52.225-08	Duty-Free Entry (FEB 2000)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
FAR 52.227-01	Authorization and Consent (JUL 1995) and Alternate I (APR 1984)
FAR 52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.228-07	Insurance—Liability to Third Persons (MAR 1996)
FAR 52.229-04	Federal, State, and Local Taxes (Noncompetitive Contract) (JAN 1991)
FAR 52.229-05	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
FAR 52.232-02	Payments Under Fixed-Price Research and Development Contracts (APR 1984)
FAR 52.232-08	Discounts for Prompt Payment (FEB 2002)
FAR 52.232-09	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-11	Extras (APR 1984)
FAR 52.232-17	Interest (JUN 1996)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.232-25	Prompt Payment (FEB 2002)
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)
FAR 52.233-01	Disputes (JUL 2002)
FAR 52.233-03	Protest After Award (AUG 1996)
FAR 52.237-02	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
FAR 52.239-01	Privacy or Security Safeguards (AUG 1996)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.243-01	Changes—Fixed-Price (AUG 1987) and Alternate V (APR 1984)
FAR 52.244-05	Competition in Subcontracting (DEC 1996)
FAR 52.245-02	Government Property (Fixed-Price Contracts) (DEC 1989)
FAR 52.245-19	Government Property Furnished “As Is” (APR 1984)
FAR 52.246-09	Inspection of Research and Development (Short Form) (APR 1984)
FAR 52.246-16	Responsibility for Supplies (APR 1984)
FAR 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-34	F.O.B. Destination (NOV 1991)
FAR 52.247-63	Preference for U.S. Flag Air Carriers (JAN 1997)
FAR 52.249-02	Termination for Convenience of the Government—Fixed Price (SEP 1996)
FAR 52.249-09	Default (Fixed-Price Research and Development) (APR 1984)
FAR 52.251-01	Government Supply Sources (APR 1984)
FAR 52.253-01	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES:

DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)
DFARS 252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)
DFARS 252.225-7012	Preference for Certain Domestic Commodities (APR 2002)
DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises -- DoD Contracts (SEP 2001)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
DFARS 252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)
DFARS 252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 1995)
DFARS 252.227-7030	Technical Data - Withholding of Payment (MAR 2000)
DFARS 252.227-7036	Declaration of Technical Data Conformity (JAN 1997)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (SEP 1999)
DFARS 252.242-7000	Postaward Conference (DEC 1991)
DFARS 252.243-7001	Pricing of Contract Modifications (DEC 1991)
DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000)
DFARS 252.245-7001	Reports of Government Property (MAY 1994)
DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991)
DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
DFARS 252.251-7000	Ordering from Government Supply Sources (OCT 2002)

(b) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more of the following checked clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<input type="checkbox"/>	FAR 52.204-02	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the Contractor)
<input type="checkbox"/>	FAR 52.211-11	Liquidated Damages – Supplies, Services, or Research and Development (SEP 2000) (Applicable when delinquency will likely cause inestimable damage to Government)
<input checked="" type="checkbox"/>	FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Applicable when contracting without adequate price competition)
<input type="checkbox"/>	FAR 52.215-16	Facilities Capital Cost of Money (OCT 1997) (applies if offeror proposes cost of money)
	or	
<input type="checkbox"/>	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if FAR clause 52.215-16 does not apply)

- FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997) (Applicable if certified cost or pricing data is required **or** if any preaward or postaward cost determinations will be subject to Subpart 31.2)
- FAR 52.217-05 Evaluation of Options (JUL 1990)
- FAR 52.217-07 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
- FAR 52.219-09 Small Business Subcontracting Plan (JAN 2002) (Applicable to contract that (i) offers subcontracting possibilities, (ii) is expected to exceed \$500,000, and (iii) is required to include FAR 52.219-8 unless set-aside or 8(a) program. Does not apply to small business concerns)
- FAR 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999) (Applicable if contract is subject to FAR 52.219-09)
- FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable if contract includes FAR 52.222-26 and is expected to be \$10 million or more)
- FAR 52.223-05 Pollution Prevention and Right-to-Know Information (APR 1998) (Applicable where performance will be in whole or in part on Federal facility)
- FAR 52.223-14 Toxic Chemical Release Reporting (OCT 2000) (Applicable to contracts expected to exceed \$100,000 including all options)
- FAR 52.226-01 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000) (Applicable if FAR 52.219-09 is checked)
- FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clauses 52.204-02 and either FAR 52.227-11 or FAR 52.227-12)
- FAR 52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997) (Applicable if contractor is a small business or nonprofit organization)

This clause is modified to contain the following subparagraph:

(f)(5) - The Contractor shall furnish the Contracting Officer the following:

(i) interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and certifying that all subject inventions have been disclosed or that there are no such inventions.

(ii) a final report, within 3 months after completion of the contracted work listing subject inventions or certifying that there were no such inventions and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(iii) upon request, the filing date, serial number, title, and a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) an irrevocable power to inspect and make copies of the patent application file covering any subject invention.

- or
- FAR 52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
- FAR 52.229-06 Taxes--Foreign Fixed-Price Contracts (Jan 1991) (Applicable to fixed-price contract expected to exceed the simplified acquisition threshold and performance will be wholly or partly in a foreign country, unless it is contemplated that the contract will be with a foreign government)
- FAR 52.230-02 Cost Accounting Standards (APR 1998) (Applicable unless contract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), or contract is subject to modified coverage (see 48 CFR 9903.201-2 (FAR Appendix))
- FAR 52.230-03 Disclosure and Consistency of Cost Accounting Practices (APR 1998) (Applicable to contract over \$500,000 but less than \$25 million, and offeror certifies eligibility for, and elects to use, modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
- FAR 52.230-05 Cost Accounting Standards – Educational Institution (APR 1998)
- FAR 52.230-06 Administration of Cost Accounting Standards (NOV 1999) (Applicable to contract which includes FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5)
- FAR 52.232-16 Progress Payments (DEC 2002) and Alternate I (MAR 2000)
- FAR 52.237-10 Identification of Uncompensated Overtime (OCT 1997) (Applicable when professional or technical services are acquired on the basis of number of hours to be provided)
- FAR 52.245-04 Government-Furnished Property (Short Form) (Apr 1984) (Applicable to contract when a fixed-price, time-and-material, or labor-hour contract is contemplated and the acquisition cost of all Government-furnished property to be involved in the contract is \$100,000 or less; unless a contract with an educational or nonprofit organization is contemplated)
- FAR 52.245-18 Special Test Equipment (FEB 1993)
- FAR 52.246-07 Inspection of Research and Development—Fixed-Price (AUG 1996) (Applicable when primary objective is the delivery of end items other than designs, drawings, or reports) (If checked, FAR 52.246-09 is not applicable)
- FAR 52.246-11 Higher-Level Contract Quality Requirement (FEB 1999) (Applicable to contract when the inclusion of a higher-level contract quality requirement is appropriate (see 46.202-4))
- DFARS 252.203-7002 Display of DoD Hotline Poster (DEC 1991) (Applicable to contract exceeding \$5,000,000 except when performance will take place in a foreign country)
- DFARS 252.204-7000 Disclosure of Information (DEC 1991) (Applicable to unclassified contract)
- DFARS 252.204-7005 Oral Attestation of Security Responsibilities (AUG 1999) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the Contractor)
- DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable to contract expected to exceed \$500,000)
- DFARS 252.215-7002 Cost Estimating System Requirements (OCT 1998) (Applicable to contract awarded on basis of certified cost or pricing data)

<input type="checkbox"/>	DFARS 252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (Applicable if FAR 52.219-9 is checked)
<input type="checkbox"/>	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable to contract which require, may require, or permit contractor performance on a DoD installation)
<input checked="" type="checkbox"/>	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (Applicable to contract for supplies or services that requires the furnishing of supplies)
<input checked="" type="checkbox"/>	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991) (Applicable if DFARS 252.225-7001 is checked)
<input checked="" type="checkbox"/>	DFARS 252.225-7009	Duty-Free Entry – Qualifying Country Supplies (End Products and Components) (AUG 2000)
<input checked="" type="checkbox"/>	DFARS 252.225-7010	Duty-Free Entry – Additional Provisions (AUG 2000)
<input type="checkbox"/>	DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Applicable to contract unless (a) the restrictions in 225.7019-1 do not apply or a waiver has been granted; or (b) where the Contracting Officer knows the items being acquired do not contain ball or roller bearings)
<input type="checkbox"/>	DFARS 252.225-7025	Restriction on Acquisition of Forgings (JUN 1997) (Applicable to contract unless (a) excepted in 225.7102-2; or (b) where the Contracting Officer knows that the supplies being acquired do not contain forgings)
<input checked="" type="checkbox"/>	DFARS 252.225-7026	Reporting of Contract Performance Outside the United States (JUN 2000) (Applicable to contract with an estimated or actual value exceeding \$500,000, including one modified to exceed \$500,000)
<input type="checkbox"/>	DFARS 252.225-7041	Correspondence in English (JUN 1997) (Applicable when contract performance will be wholly or in part in a foreign country)
<input type="checkbox"/>	DFARS 252.225-7042	Authorization to Perform (JUN 1997) (Applicable when contract performance will be wholly or in part in a foreign country)
<input type="checkbox"/>	DFARS 252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 1998) (Applicable to contract that requires performance or travel outside the United States except for contracts with foreign governments, representatives of a foreign government or foreign corporations wholly owned by foreign governments)
<input type="checkbox"/>	DFARS 252.227-7015	Technical Data—Commercial Items (NOV 1995) (Applicable when Contractor will be required to deliver technical data pertaining to commercial items, components, or processes)
<input type="checkbox"/>	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (JUN 1995)
<input type="checkbox"/>	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)

<u>X</u>	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
<u>X</u>	DFARS 252.227-7034	Patents - Subcontracts (APR 1984) (Applicable if FAR 52.227-11 is checked)
<u>X</u>	DFARS 252.227-7039	Patents - Reporting of Subject Inventions (APR 1990) (Applicable if FAR 52.227-11 is checked)
___	DFARS 252.232-7004	DoD Progress Payment Rates (OCT 2001)
<u>X</u>	DFARS 252.232-7007	Limitation of Government's Obligation (AUG 1993) (Applicable when contract is incrementally funded)
<u>X</u>	DFARS 252.242-7004	Material Management and Accounting System (DEC 2000)(Not applicable to fixed-price contracts with progress payments awarded to small businesses, educational institutions, or nonprofit organizations)
___	DFARS 252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)(Applicable only if contractor has represented that it will not use ocean transportation)

(c) The following attached clauses are also applicable to this contract. Expedited implementation of these clauses has been authorized by the Defense Acquisition Regulatory Council. The clauses and their prescriptions for use will be published in forthcoming Federal/Defense Acquisition Circulars: N/A

(d) The following attached clauses, set out in full text, are also applicable to this contract:

1. FAR 52.215-19 Notification of Ownership Changes (OCT 1997) (Applicable if cost or pricing data is required or if any preaward or postaward cost determination will be subject to Subpart 31.2)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes;

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

2. FAR 52.244-6 Subcontracts for Commercial Items (MAY 2002)

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

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

3. FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

(b) The use in this solicitation or contract of any N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Section J List of Attachments

Attachment 1- Statement of Work

Section K Representations, Certifications, and other Statements by Offerors or Quoters

The Offeror, Bidder, Proposer, or Respondent (hereafter called the Offeror) represents and certifies as part of his offer, bid, or proposal (hereinafter called his offer) that: (Check, "X", or complete all applicable boxes or blocks).

K-1 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) FAR 52.203-11

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K-2 Taxpayer Identification (OCT 1998) FAR 52.204-3

(a) Definitions.

"Common parent," as used in this solicitation 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 must 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 and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, 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 a Federal Government;

Other. State basis. _____

(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-3 Women-Owned Business (Other Than Small Business) (MAY 1999) FAR 52.204-5

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* The offeror represents that it is, is not a women-owned business concern.

K-4 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001) FAR 52.209-5

(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 paragraph (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 the 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 Place of Performance (OCT 1997) FAR 52.215-06

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, Zip Code)
Name and Address of Owner and Operator of the Plant or Facility if
Other than Offeror or Respondent

K-6 Small Business Program Representations (APR 2002) FAR 52.219-1

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(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 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 veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[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 -

(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 office, 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)(6)(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.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That 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, HUBZone 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 section 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.

(End of Provision)

Alternate I (APR 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete only if offeror represented itself as 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 office, 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)(6)(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.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [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 Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (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 Nauru).

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.

K-7 Prohibition of Segregated Facilities (FEB 1999) FAR 52.222-21

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K-8 Previous Contracts and Compliance Reports (FEB 1999) FAR 52.222-22

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.

K-9 Affirmative Action Compliance (APR 1984) FAR 52.222-25

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.

K-10 Certification of Toxic Chemical Release Reporting (OCT 2000) FAR 52.223-13

(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 block 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) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; 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.

K-11 Royalty Information (APR 1984) FAR 52.227-6

(a) *Cost or charges for royalty.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-12 Cost Accounting Standards Notices and Certification (JUN 2000) FAR 52.230-1

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT — COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

DATE OF DISCLOSURE STATEMENT: _____

NAME AND ADDRESS OF COGNIZANT ACO OR FEDERAL OFFICIAL WHERE FILED:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that Disclosure Statement was filed as follows:

DATE OF DISCLOSURE STATEMENT: _____

NAME AND ADDRESS OF COGNIZANT ACO OR FEDERAL OFFICIAL WHERE FILED:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, this exemption applies only in connection with proposals submitted before expiration of 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-

covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

Alternate I (APR 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending months after receipt of this award.

NAME AND ADDRESS OF COGNIZANT ACO OR FEDERAL OFFICIAL WHERE DISCLOSURE STATEMENT IS TO BE FILED:

K-13 Commercial and Government Entity (CAGE) Code Reporting (AUG 1999) DFARS 252.204-7001

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

The offeror's CAGE code is _____.

K-14 Required Central Contractor Registration (NOV 2001) 252.204-7004

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

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.
The Offeror's DUNS number is _____.

K-15 Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) DFARS 252.209-7001

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

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

K-16 Disclosure of Ownership or Control by a Foreign Government (SEP 1994) DFARS 252.209-7002
(Applicable when access to "proscribed" information is necessary for contract performance, i.e. Top Secret Information)

(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)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign

Description of Interest,
Ownership Percentage,

and

Government

Identification of Foreign

Government

K-17 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) DFARS 252.209-7004

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal

Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

K-18 Prohibition on Award to Companies Owned by the People’s Republic of China (FEB 2000) DFARS 252.225-7017

(a) Definition. “People’s Republic of China,” as used in this provision, means the government of the People’s Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262) as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People’s Republic of China or the People’s Liberation Army of the People’s Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People’s Republic of China or the People’s Liberation Army of the People’s Republic of China does not own more than 50 percent interest in the offeror.

K-19 Secondary Arab Boycott of Israel (JUN 1992) DFARS 252.225-7031

(a) *Definitions.*

As used in this clause —

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it —

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

K-20 Representation of Extent of Transportation by Sea (AUG 1992) DFARS 252.247-7022

(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.

K-21 Remittance Address/Electronic Funds Transfer (EFT) Information

Pursuant to FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (May 1999), Offeror shall indicate in the space provided below the EFT information for payment purposes:

Name and Address of Contractor's Financial Institution:

Contractor's Corporate Account Number: _____

Contractor's 9-Digit Routing Transit Number / ABA Number: _____

Remittance Address (if other than EFT): _____

Offeror shall indicate in the space provided below the address to which payment should be mailed if different from the Offeror's address:

K-22 Restriction On Disposal Of Acquired Property

Unless identified by the exceptions noted below, by the submission of this offer, the Offeror certifies that to his knowledge the offer does not involve the acquisition of government production and research property, the disposal of which may be restricted by patent or other rights.

EXCEPTIONS: _____

(If none, state "NONE")

K-23 Identification And Assertion Of Use, Release, Or Disclosure Restrictions (Jun 1995) 252.227-7017

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical

Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software Asserted Name of Person to be Furnished Basis for Rights Asserting With Restrictions* Assertion** Category*** Restrictions**** (LIST)***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date
Printed Name and Title
Signature

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

K-24 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995) DFARS 252.227-7028

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify-

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

K-25 Year 2000 Compliance

The Offeror certifies that any and all Information Technology (IT) as defined in FAR Part 2.101 acquired for use under this contract shall be "Year 2000 compliant" as defined in FAR Part 39.002.

K-26 Security Requirements For Automatic Data Processing (ADP) Systems

The performance of the contemplated contract will, will not involve the use of ADP systems to process classified information. The term "ADP Systems", as defined in Section XIII of DoD 5220.22-M, includes automatic data processing systems, word processing systems, and equipment.

NOTE:

(a) Department of Defense policy requires that potential compromising emanation situations related to performance of classified contracts be identified and evaluated and that TEMPEST countermeasure provisions be included in those contracts when appropriate as indicated in NTISSI Number 7000, TEMPEST Countermeasures for Facilities, dated October 17, 1988. TEMPEST is defined in DOD 5220.22-R as an unclassified short name referring to investigations and studies of compromising emanations.

(b) By checking "will" above, the Offeror accepts the responsibility for safeguarding all classified information contained in or handled by ADP systems and for assuring that approved security controls are in place and effective. The Offeror also agrees to comply with the TEMPEST countermeasure provisions included elsewhere in this solicitation.

(c) If, however, the Offeror checks "will" above but no TEMPEST countermeasure provisions are included in this solicitation, the Offeror will describe in his proposal the ADP systems contemplated for use in processing classified and other such information as may be required by the Contracting Officer to determine the appropriateness and extent of TEMPEST countermeasure provisions to be included in the contract.

K-27 Authorized Negotiators

Designate below the person(s) authorized to negotiate with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

NAME: _____ TITLE: _____

TELEPHONE: AREA CODE _____ NUMBER _____ EXT. _____

NAME: _____ TITLE: _____

TELEPHONE: AREA CODE _____ NUMBER _____ EXT. _____

K-28 Contract Administration

Designate below the person(s) whom the Government may contact for prompt action on matters pertaining to administration of the contract.

NAME: _____ TITLE: _____

TELEPHONE: AREA CODE _____ NUMBER _____ EXT. _____

K-29 Contract Audit

Designate below the Offeror's personnel whom the Government may contact for prompt action on matters pertaining to contract audits.

NAME: _____ TITLE: _____

TELEPHONE: AREA CODE _____ NUMBER _____ EXT. _____

K-30 Paying Office

Identify below the name and address of Government office normally responsible for payment of invoices for your company.

K-31 Organizational Conflicts of Interest Disclosure

(a) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is defined in FAR 9.5.

(b) The Contractor agrees that if, during performance of this contract, it identifies a potential organizational conflict of interest, previously undisclosed, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken, or proposes to take, to avoid, neutralize or mitigate such conflict.