DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

March 21, 2005

MEMORANDUM FOR THE RECORD

SUBJECT: Evaluation of SRI International's proposal submitted under BAA 05-19

The proposal below was received under the subject Broad Agency Announcement (BAA 05-19) and was evaluated against the criteria set forth in the BAA and Source Selection Plan.

The proposal evaluations were conducted by government subject matter experts from DARPA. The evaluations and recommendations were recorded on the attached evaluation form. Based on the evaluation the following proposal is recommended for funding:

BAA Number	Contractor Name	Title of Proposal
BAA 05-19-F60	SRI International	"New Physical Effects in Metal Deuterides"

Valerie M. Browning
Program Manger
Defense Sciences Office

Steven G. Wax
Director
Defense Sciences Office

SOURCE SELECTION INFORMATION
SEE FAR 3.104

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE 1 OF PAGES 24

2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-05-C-0089

3. EFFECTIVE DATE 25 JUL 2005

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. U517/00

5. ISSUED BY CODE HR0011
DARPA
CMO
ATTN: DOUGLAS M. POLLOCK
3701 NORTH FAIRFAX DRIVE
ARLINGTON VA 22203-1714

6. ADMINISTERED BY (If other than Item 5) CODE S0507A
DCMA NORTHERN CALIFORNIA
1380 LEAD HILL BOULEVARD
SUITE 260
ROSEVILLE CA 95661-2998

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
SRI INTERNATIONAL
333 RAVENSWOOD AVENUE
MENLO PARK CA 94025

CODE 03652 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
None

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G

11. SHIP TO/MARK FOR CODE
See Schedule

12. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS COLUMBUS CENTER
WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $477,718.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
DUANE R. BRUNGE, CONTRACTS MANAGER

20A. NAME AND TITLE OF CONTRACTING OFFICER
DOUGLAS M. POLLOCK douglas.pollock@
TEL: 703-696-2436 EMAIL: darpa.mil

19B. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED 7-20-05

20B. UNITED STATES OF AMERICA
BY Douglas M. Pollock (Signature of Contracting Officer)

20C. DATE SIGNED 25 JUL 2005

B-1 Services and Costs

CLIN	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	New Physical Effects in Metal Deuterides -- Replication	$450,555	$27,163	$477,718
000101	Funding for CLIN 0001 PURCHASE REQUEST NUMBER U517	$0	$0	$0
	ACRN AA Funded Amount:			$477,718
0002	Reports/Deliverables	*NSP	NSP	NSP
000201	Quarterly R&D Status Report	$0	$0	$0
000202	Special Technical Report	$0	$0	$0
000203	Final Technical Report	$0	$0	$0
TOTAL 0001/0002 CONTRACT CONSIDERATION:		**$450,555**	**$27,163**	**$477,718**
0003	New Physical Effects in Metal Deuterides – Contractor Verification and Validation [Option 1]	$130,945	$9,055	$140,000
0004	Reports/Deliverables Option 1	*NSP	NSP	NSP
000401	Quarterly R&D Status Report	$0	$0	$0
000402	Special Technical Report	$0	$0	$0
000403	Final Technical Report	$0	$0	$0
TOTAL 0003/0004 CONTRACT CONSIDERATION:		**$130,945**	**$9,055**	**$140,000**
0005	New Physical Effects in Metal Deuterides – Original Experimenters' Verification and Validation [Option 2]	$332,775	$16,757	$349,532
0006	Reports/Deliverables Option 2	*NSP	NSP	NSP
000601	Quarterly R&D Status Report	$0	$0	$0
000602	Special Technical Report	$0	$0	$0
000603	Final Technical Report	$0	$0	$0
TOTAL 0005/0006 CONTRACT CONSIDERATION:		**$332,775**	**$16,757**	**$349,532**

***Not Separately Priced**

Section C: Description/Specifications/Work Statement

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform the work set forth herein and as specified in the Contractor's proposal no. PYU 05-024, entitled "New Physical Effects in Metal Deuterides," dated March 4, 2005, as revised by the Contractor's proposal no. PYU 05-024R, dated June 28, 2005. Copies of the proposal, submitted in response to DARPA BAA 05-19, 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:

000201/000401/000601 - Quarterly R&D Status Report

This brief narrative, not to exceed three (3) pages in length, shall be prepared in Contractor format in accordance with the proposal referenced in Article C-1.

000202/000402/000602 - Special Technical Report.

This report, prepared in accordance with Data Item DI-MISC-80711, shall document the results of any significant task, system test, event, demonstration, or symposium. The title page and summary shall be the same as that indicated for Item No. 000203.

000203/000403/000603 - Final Technical Report.

This report, prepared in accordance with Data Item DI-MISC-80711, shall document the results of the complete effort and include completed versions of all deliverables. The title page shall include a disclaimer worded substantially as follows:

"Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency or the U.S. Government."

The final technical report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiment, survey, etc.)
Technical Results
Important Findings and Conclusions
Significant Development (e.g., hardware, software, systems)
Special Comments
Implications for Further Research
Standard Form 298, Report Documentation Page

(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
DARPA/DSO
(Effort/Program Title)
ARPA Order No. U517
Program Code No. 5620
Issued by DARPA/CMO under Contract #HR0011-05-C-0089

(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.

Section F: Deliveries or Performance

F-1 Term of Contract

The term of the contract commences on the effective date of this contract and continues through January 31, 2006. Exercise of either Option will extend this term by twelve months.

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:

Item No.	Description	Due Date (on or before)
000201	Quarterly R&D Status Report	Quarterly, commencing November 15, 2005
000202	Special Technical Report	As required
000203	Final Technical Report	January 31, 2006
[Option 1 Reports/Deliverables]		
000401	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 1
000402	Special Technical Report	As required
000403	Final Technical Report	January 31, 2007
[Option 2 Reports/Deliverables]		
000601	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 2
000602	Special Technical Report	As required
000603	Final Technical Report	January 31, 2007

F-3 Distribution of Reports and Other Deliverables

(a) DARPA/DSO
ATTN: Dr. Valerie M. Browning
3701 N. Fairfax Drive
Arlington, VA 22203-1714
(One copy of each deliverable)

(b) DARPA/FA
ATTN: Library
(One copy of 000203, 000403, and 000603)

(c) Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Ft. Belvoir, VA 22060-6218
(Two copies of each technical report)

[NOTE: For submission of reports in other than paper copy, contact DTIC or follow the instructions at http://www.dtic.mil]

(d) Naval Research Laboratory
Materials & Sensors Branch
ATTN: Dr. Graham K. Hubler
Code 6360
4555 Overlook Avenue, S. W.
Washington, DC 20375-5320
(One copy of each deliverable)

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 Vouchers

(a) Vouchers, identified by contract number, with supporting statements, shall be submitted for review and provisional approval to the cognizant audit agency listed below:

Branch Manager, Defense Contract Audit Agency
Peninsula Branch Office
480 San Antonio Road, Suite 150
Mountain View, CA 94040-1218

(b) The Contractor may submit interim payment vouchers directly to the Defense Finance and Accounting Service paying office after obtaining approval from its cognizant Defense Contract Audit Agency field audit office to participate in the direct billing program.

G-2 Contract Administration

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

NAME: Duane Barnette
TITLE: Contracts Manager
TELEPHONE NO: (650) 859-3038
FAX NO: (650) 859-2829
E-MAIL: duane.barnette@sri.com

G-3 Delegation of Authority for Contract Administration

DCMA Northern California 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-4 Payment of Cost and Fee

As consideration for the proper performance of work required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds."

(1) Indirect Costs. For the period of this contract, subject to the establishment of final annual indirect cost rate(s), the Contractor shall be reimbursed at billing rate(s) established by the Contracting Officer or by an authorized Representative (the cognizant auditor), in accordance with paragraph (e) of the contract clause, "Allowable Cost and Payment."

(b) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the contract clause entitled "Fixed Fee," which shall be paid upon completion of the work required under this contract and upon final acceptance by the Contracting Officer; however, the Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

G-5 Accounting and Appropriation Data

ACRN: AA 9750400 1320 U517 P5620 2525 DPAC 5 5306 S12136 62715E $477,718.00

G-6 Payment Instructions

The payment office shall liquidate funds on a first in/first out basis. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN. Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources.

G-7 Summary for the Payment Office

(a) Amount of funds obligated by prior contract actions: $0

(b) Amount of funds obligated by the instant contract/modification: $477,718

(c) Total cumulative amount of obligated funds: $477,718

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. The Contracting Officer may be contacted by e-mail at douglas.pollock@darpa.mil.

H-2 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Dr. Graham K. Hubler, NRL, telephone: (202) 767-4786; fax: (202) 767-1697; e-mail: graham.hubler@nrl.navy.mil. 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 Insurance Schedule

The Contractor shall maintain the types of insurance listed in FAR 28.307-2(a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance and coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

H-6 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. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement.

(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-7 Travel

(a) Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract. Substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer. When applicable, the Contractor shall notify the COR of proposed travel of an employee.

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted through the COR at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

H-8 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.

H-9 Subcontracting Plan

The Contractor's Subcontracting Plan for SRI Proposal No. PYU 05-024R, dated July 11, 2005, prepared in accordance with its current DCMA-approved Master Subcontracting Plan, is incorporated herein by reference and made a part of this contract.

H-10 Title to Equipment: Nonprofit

In accordance with FAR 35.014, "Government Property and Title," title to equipment purchased with funds available for research and having an acquisition cost of $5,000 or more shall vest in the Contractor.

H-11 Option for Additional Line Items

The options for CLINs 0003 through 0006 may be exercised at any time before expiration of the contract provided written notice is furnished to the Contractor of the Government's intention to exercise the options at least 30 days in advance.

H-12 Technical Data – Withholding of Payment

Reference DFARS 252.227-7030 incorporated by reference in Section I, the withholding rate shall be limited to five percent (5%) of the total contract price or amount.

Section I Contract Clauses

(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 (JUL 2004)
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 2003)
FAR 52.204-04	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-07	Central Contractor Registration (OCT 2003), as modified by DFARS 252.204-7004 Alternate A (NOV 2003)
FAR 52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.211-05	Material Requirements (AUG 2000)
FAR 52.215-02	Audit and Records—Negotiation (JUN 1999) [with Alternate II (APR 1998) for cost reimbursement contracts with educational institutions and other nonprofit organizations]
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 (OCT 2004)
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
FAR 52.216-07	Allowable Cost and Payment (DEC 2002), as modified in accordance with FAR 16.307(a)(1)
FAR 52.216-08	Fixed Fee (MAR 1997)
FAR 52.219-08	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-01	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-02	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank spaces indicated by an asterisk)
FAR 52.222-03	Convict Labor (JUN 2003)
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 (JUN 2004)
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 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.225-08	Duty-Free Entry (FEB 2000)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
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 52.232-09	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-17	Interest (JUN 1996)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.232-25	Prompt Payment (OCT 2003) *and Alternate I (FEB 2002) if contract is for services*
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
FAR 52.233-01	Disputes (JUL 2002)
FAR 52.233-03	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.233-04	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-01	Notice of Intent to Disallow Costs (APR 1984)
FAR 52.242-04	Certification of Final Indirect Costs (JAN 1997)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989) and Alternate I (APR 1984)
FAR 52.243-02	Changes -- Cost-Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.244-02	Subcontracts (AUG 1998) and Alternate I (MAR 2005)
FAR 52.244-05	Competition in Subcontracting (DEC 1996)
FAR 52.244-06	Subcontracts for Commercial Items (DEC 2004)
FAR 52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts) (MAY 2004)(DEV) and Alternate I (JUN 2003)
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 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-01	Commercial Bill of Lading Notations (APR 1984)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
FAR 52.249-06	Termination (Cost Reimbursement) (MAY 2004)
FAR 52.249-14	Excusable Delays (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 (DEC 2004)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration Alt. A (NOV 2003)
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 (JUN 2004)
DFARS 252.227-7013	Rights in Technical Data - Noncommercial Items (NOV 1995)
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)

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 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
DFARS 252.227-7030	Technical Data - Withholding of Payment (MAR 2000)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.232-7003	Electronic Submission of Payment Requests (JAN 2004)
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)
DFARS 252.242-7000	Postaward Conference (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 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

(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.

___ 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) – include Alternate I (APR 1984) if R&D cost contract with educational institution
X FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Applicable when *contracting without adequate price competition*)
X FAR 52.215-16	Facilities Capital Cost of Money (June 2003)
or	
___ FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if FAR clause 52.215-16 does not apply)
___ FAR 52.216-11	Cost Contract—No Fee (APR 1984)
___ FAR 52.216-12	Cost-Sharing Contract—No Fee (APR 1984)
___ FAR 52.216-26	Payments of Allowable Costs before Definitization (DEC 2002)
___ FAR 52.217-05	Evaluation of Options (JUL 1990)
X FAR 52.217-07	Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
X 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)
X 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 (AUG 2003) (Applicable where performance will be in whole or in part on Federal facility)

X 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)

X 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)

X 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)

X FAR 52.230-06 Administration of Cost Accounting Standards (APR 2005) (Applicable to contract which includes FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5)

X FAR 52.232-20 Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)

or

___	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
___	FAR 52.237-02	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
___	FAR 52.237-10	Identification of Uncompensated Overtime (OCT 1997)
___	FAR 52.239-01	Privacy or Security Safeguards (AUG 1996)
X	FAR 52.242-03	Penalties for Unallowable Costs (MAY 2001)
___	FAR 52.245-18	Special Test Equipment (FEB 1993)
___	FAR 52.246-08	Inspection of Research and Development—Cost-Reimbursement (MAY 2001) (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 52.246-08	*Inspection of Research and Development*—Cost-Reimbursement (MAY 2001) and Alternate I (APR 1984) (Applicable when primary objective is the delivery of end items other than designs, drawings, or reports and contract awarded on a no-fee basis) (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 $1,000,000)
___	~~DFARS 252.209-7002~~	~~Disclosure of Ownership or Control by a Foreign Government (SEP 1994)~~
X	DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) (Applicable to contract with a value of $100,000 or more)
___	DFARS 252.211-7003	Item Identification and Valuation (APR 2005) (Applicable to contract requiring the delivery of one or more "items," defined as a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts)
X	DFARS 252.215-7002	Cost Estimating System Requirements (OCT 1998) (Applicable to contract awarded on basis of certified cost or pricing data)
X	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)
___	DFARS 252.222-7001	Right of First Refusal of Employment – Closure of Military Installations (APR 1993)

___	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable to contract which requires, may require, or permit contractor performance on a DoD installation)
___	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (Applicable to contract for supplies or services that requires the furnishing of supplies)
___	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003) (Applicable if DFARS 252.225-7001 is checked)
___	DFARS 252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award (APR 2005) (Applicable if contract value >$10,000,000)
X	DFARS 252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (APR 2005) (Applicable if contract value >$500,000)
___	DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (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 bearings)
___	DFARS 252.225-7025	Restriction on Acquisition of Forgings (APR 2003) (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)
___	DFARS 252.225-7026	Reserved.
___	DFARS 252.225-7041	Correspondence in English (JUN 1997) (Applicable when contract performance will be wholly or in part in a foreign country)
___	DFARS 252.225-7042	Authorization to Perform (APR 2003) (Applicable when contract performance will be wholly or in part in a foreign country)
X	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)
X	DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Applicable for supplies and services >$500,000 where subcontracting opportunities may exist)
___	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)
___	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (JUN 1995)
X	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (JUN 1995)

X	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
X	DFARS 252.227-7034	Patents - Subcontracts (APR 1984) (Applicable if FAR 52.227-11 is checked)
X	DFARS 252.227-7039	Patents - Reporting of Subject Inventions (APR 1990) (Applicable if FAR 52.227-11 is checked)
___	DFARS 252.242-7004	Material Management and Accounting System (DEC 2000)(Not applicable to cost-reimbursement contracts with small businesses, educational institutions, or nonprofit organizations)
X	DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2003) (Applicable when there will be separate and distinct deliverables unless not required under DFARS 246.370(b))
X	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:

(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 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at *http://www.nlrb.gov*.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
(e) The requirement to post the employee notice in paragraph (b) does not apply to-
(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
(2) Download a copy of the poster from the Office of Labor-Management Standards website at *http://www.olms.dol.gov*; or
(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

3. **FAR 52.247-67** **Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997) (Applicable when contract or first-tier subcontract will authorize reimbursement of transportation as a direct charge to the contract or subcontract)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid—

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding $50.00. Bills under $50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contract shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, D.C. 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the ocpy of the statement. The statement shall show—

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

4. 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 Documents, Exhibits and Other Attachments

SECTION J & K
Section J List of Attachments

N/A

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

THE SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS, AS COMPLETED BY THE CONTRACTOR AND MAINTAINED IN ORCA OR RETAINED IN THE CONTRACT FILE, ARE HEREBY INCORPORATED BY REFERENCE.