AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: U

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.: P00001

3. EFFECTIVE DATE: SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.: ARPA Order No. L678/01

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE HR0011

Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Attn: DONALD C. SHARKUS
703/696- 703-696-2383

7. ADMINISTERED BY *(If other than Item 6)* CODE S3310A

DCM NEW YORK
FT. WADSWORTH BLDG. 120
207 NEW YORK AVENUE
STATEN ISLAND, NY 10305-5013

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

IBM CORPORATION
T.J. WATSON RESEARCH CENTER
P.O. BOX 218
YORKTOWN HEIGHTS, NY 10598

ORIGINAL

DUNS NO.: 084006741
TIN: 130871985
CODE 2G381 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. X MDA972-01-C-0052

10B. DATED *(SEE ITEM 13)* June 26, 2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

SEE PAGE 2

13. THIS ITEM APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

( ) B. THE ABOVE NUMBERED CONTRACT / ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
FAR 52.232-22 - Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ZERO copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION *(Organized by UCF section headings, including solicitation / contract subject matter where feasible.)*

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
DONALD C. SHARKUS
Contracting Officer

16B. UNITED STATES OF AMERICA
Donald C. Sharkus
(Signature of Contracting Officer)

16C. DATE SIGNED 3/6/02

NSN 7540-01-152-9070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to (1) provide an increment of funds in the amount of (b)(4) for CLINs 0001 and 0002 and (2) revise Section B-2 and Section G-6. Accordingly, make the following revisions:

1. At Section B-2 - Allotment of Funds - revise as follows:

(a) For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract:

(1) the amount available for payment and allotted to this incrementally funded contract is increased by (b)(4) from (b)(4) to $485,061;

(2) the items provided by such amount are Items 0001 and 0002; and

(3) the period of performance for which it is estimated that such amount will provide is through August 30, 2002.

2. At Section G-6 - Accounting And Appropriation Data - add the following:

ACRN:

AB 9720400 1320 L678 P2Y10 2525 DPAC 2 5096 S12123 $285,061

Except as provided herein, all other terms and conditions of contract MDA972-01-C-0052 remain unchanged and in full force and effect.

NSN 7540-01-152-8070

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE	PAGE	OF PAGES
U	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	DEC 30 2002	DARPA Order No. L678/02	

6. ISSUED BY CODE HR0011

Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Attn: James B. Troutman 703/696- 2408

7. ADMINISTERED BY (If other than Item 6) CODE S3310A

DCMA New York
Ft. Wadsworth Building 120
207 New York Avenue
Staten Island, NY 10305-5013

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

IBM Corporation
T. J. Watson Research Center
P. O. Box 218
Yorktown Heights, NY 10598

DUNS NO.: 084006741
TIN: 130871985

CODE 2G381 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. MDA972-01-C-0052

10B. DATED (SEE ITEM 13) June 26, 2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF OF SIGNER (Type or print)	
		JAMES B. TROUTMAN, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James B Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/02

The purpose of the modification is to fully fund the contract, change Procuring Office Representative and Contracting Officer's Representative (COR), and revise paying office. Accordingly, make the following changes:

1. Delete Section B-2 - Allotment of Funds - in its entirety.

2. Revise Section G-1 - Procuring Office Representative to read: "The Procuring Office Representative for this procurement is: Mr. James B. Troutman, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-2408, fax: (571) 218-4670, and email: jtroutman@darpa.mil." Substitute Mr. James B. Troutman for all references made to Mr. Donald C. Sharkus throughout the contract.

3. At Section G-6 - Accounting and Appropriation Data - add the following line of accounting:

ACRN:
AC 9730400 1320 L678 P3Y10 2525 DPAC 3 5038 S12136 62712E $371,089

4. At Section H-3 - Contracting Officer's Representative, paragraph (a):

Delete: Dr. Stuart A. Wolf, DARPA/DSO, telephone (703) 696-4440, e-mail: swolf@darpa.mil

Replace with: Dr. Alexander Ehrlich, Naval Research Laboratory, 4555 Overlook Avenue, S.W., Washington, D.C. 20375-5343

Substitute Dr. Alexander Ehrlich for all references made to Dr. Stuart A. Wolf throughout the contract.

5. In Block 12 of the Standard Form 26, revise the paying office as follows:

Delete: DFAS-Columbus Center, DFAS-CO/Bunker Hill Division, P. O. Box 182077, Columbus, OH 43218-2077 (Code: HQ0339)

Replace with: DFAS-Columbus Center, DFAS-CO/North Entitlement Operations, P.O. Box 182266, Columbus, OH 43218-2266 (Code: HQ0337)

Substitute DFAS-CO/North Entitlement Operations for all references made to DFAS-CO/Bunker Hill Division throughout the contract.

6. At Section I - Contract Clauses - revise as follows:

Delete: FAR 52.232-22 Limitation of Funds
Replace with: FAR 52.232-20 Limitation of Cost

~ End ~

NSN 7540-01-152-8070

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: U

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.: P00003

3. EFFECTIVE DATE: 6/26/04

4. REQUISITION/PURCHASE REQ. NO.: DARPA Order No. L678/03

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE HR0011

Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Attn: James B. Troutman 703/696- 2408

7. ADMINISTERED BY *(If other than Item 6)* CODE S3310A

DCMA New York
Ft. Wadsworth Building 120
207 New York Avenue
Staten Island, NY 10305-5013

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

IBM Corporation
T. J. Watson Research Center
P. O. Box 218
Yorktown Heights, NY 10598

DUNS NO.: 084006741
TIN: 130871985

CODE 2G381 FACILITY CODE

ORIGINAL

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. MDA972-01-C-0052

10B. DATED *(SEE ITEM 13)* June 26, 2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Page 2

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-09
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF OF SIGNER *(Type or print)* JAMES B. TROUTMAN

15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA BY James B. Troutman *(Signature of Contracting Officer)*

16C. DATE SIGNED 6/1/04

Pursuant to the provision at H-15, Exercise of Options, the purpose of this modification is to (1) exercise and fully fund Option Year One of this contract, Contract Line Items 0003 and 0004; (2) increase the total amount of the contract by (b)(4) from (b)(4) to $2,343,595.00; (3) provide an increment of funds in the amount of (b)(4) to fully fund the contract; (5) revise the period of performance for the contract; and (6) revise Section B, F, G, H, I and other administrative changes. Accordingly, make the following changes and revisions to the contract:

1. At Block 15G of the Standard Form 26, restate as follows: **Total Amount of Contract: $2,343,595.00**

2. At Section B-1 - Services and Costs – revise CLINS 0001 through 00004 as follows:

Item No.	Services	Amount
0001	The Contractor shall demonstrate a 10 qubit in accordance with Section C-1.	
0002	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
0003	The Contractor shall demonstrate a 10 qubit with precision low noise drive circuits in accordance with Section C-1.	
	Total Estimated Cost	**$2,343,595.00**
	(Government Share - (b)(4))	(b)(4)
	(Contractor Share - [illegible])	(b)(4)
0004	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*

(CLINS 0001through 0004 only)
*NSP = Not Separately Priced

3. At Section B-2 - Allotment of Funds – revise as follows:

(a) For the purposes of paragraph (b) of the "Limitation of Cost" clause of this contract:

(1) the amount available for payment and allotted to this fully funded contract is increased by (b)(4) from (b)(4) to $1,171,797.00;

(2) the items provided for by such amount are CLINS 0001 and 0002 (b)(4) and CLINS 0003 and 0004 (b)(4); and

(3) the period of performance for which it is estimated that such amount will provide is through June 25, 2004 for CLINS 0001 and 0002 and June 25, 2005 for CLINS 0003 and 0004.

4. At Section F-1 (b) - Term of Contract – revise as follows:

(b) The term of Option I, as stated in CLINS 0003 and 0004 shall commence on June 26, 2004 and continue through June 25, 2005.

5. At Section G-6 - Accounting and Appropriation Data – add the following

AD 9740400 1320 L678 P4Y10 2525 DPAC 4 5252 S12136 62712E $315,647.00

6. At Section H-15 - Exercise of Option – revise as follows:

The Government may exercise the option indicated below in whole or in part by written notice signed by the Contracting Officer and sent to the Contractor on or before the dates specified.

OPTION NUMBER	DATE
2	48 Months After Commencement (MAC)

Except as noted herein, all other terms and conditions of Contract MDA972-01-C-0052 remain unchanged and in full force and effect.

NSN 7540-01-152-8070

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: U

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE January 12, 2005	4. REQUISITION/PURCHASE REQ. NO. DARPA Order No. L678/04	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HR0011
Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Attn: James B. Troutman 703/696- 2408

7. ADMINISTERED BY (If other than Item 6) CODE S3310A
DCMA New York
Ft. Wadsworth Building 120
207 New York Avenue
Staten Island, NY 10305-5013

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
IBM Corporation
T. J. Watson Research Center
P. O. Box 218
Yorktown Heights, NY 10598

ORIGINAL

DUNS NO.: 084006741
TIN: 130871985
CODE 2G381 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. MDA972-01-C-0052

10B. DATED (SEE ITEM 13) June 26, 2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-09
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF OF SIGNER (Type or print) JAMES B. TROUTMAN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James B Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 1/14/05

Pursuant to the provision at H-15, Exercise of Options, the purpose of this modification is to (1) exercise and fully fund Option Year Two of this contract. Contract Line Items 0005 and 0006; (2) increase the total amount of the contract by (b)(4) from (b)(4) to $3,008,650.00; (3) provide an increment of funds in the amount of $332,527.00 to fully fund the contract; (5) revise the period of performance for the contract; and (6) revise Section B, F, G, H, I and other administrative changes. Accordingly, make the following changes and revisions to the contract:

1. At Block 15G of the Standard Form 26, restate as follows: **Total Amount of Contract: $3,008,650.00**

2. At Section B-1 - Services and Costs – revise CLINS 0001 through 00004 as follows:

Item No.	Services	Amount
0001	The Contractor shall demonstrate a 10 qubit in accordance with Section C-1.	(b)(4)
	(Government Share - (b)(4	(b)(4)
	(Contractor Share - (b)(4)	(b)(4)
0002	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
0003	The Contractor shall demonstrate a 10 qubit with precision low noise drive circuits in accordance with Section C-1.	$631,295.00
	(Government Share - (b)(4	(b)(4)
	(Contractor Share - (b)(4)	(b)(4)
0004	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
0005	The Contractor shall plan for a 10 qubit Computer in accordance with Section C-1.	(b)(4)
	(Government Share - (b)(4)	(b)(4)
	(Contractor Share - (b)(4	(b)(4)
0006	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
	TOTAL ESTIMATED COST	**$3,008,650.00**

(CLINS 0001through 0006 only)
*NSP = Not Separately Priced

3. At Section B-2 - Allotment of Funds – revise as follows:

(a) For the purposes of paragraph (b) of the "Limitation of Cost" clause of this contract:

(1) the amount available for payment and allotted to this fully funded contract is increased by $(b)(4) from $(b)(4) to $1,504,324.00;

(2) the items provided for by such amount are CLINS 0001 and 0002 ((b)(4)), CLINS 0003 and 0004 ((b)(4)) and CLINS 0005 and 0006 ((b)(4)); and

(3) the period of performance for which it is estimated that such amount will provide is through June 25, 2004 for CLINS 0001 and 0002, June 25, 2005 for CLINS 0003 and 0004 and January 11, 2006 for CLINS 0005 and 0006.

4. At Section F-1 (c) - Term of Contract – revise as follows:

(c) The term of Option II, as stated in CLINS 0005 and 0006 shall commence on January 12, 2005 and continue through January 11, 2006.

5. At Section G-6 - Accounting and Appropriation Data – add the following

AE 9750400 1320 L678 P5720 2525 DPAC 5 5164 S12136 62716E $332,527.00

6. At Section H-15 - Exercise of Option – delete in its entirety.

Except as noted herein, all other terms and conditions of Contract MDA972-01-C-0052 remain unchanged and in full force and effect.

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF 32

2. CONTRACT (Proc. Inst. Ident) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
MDA972- 01-C-0052	SEE BLOCK 20C	DARPA Order No. L678/00

5. ISSUED BY CODE HR0011

Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 N. Fairfax Drive
Arlington, VA 22203-1714
Attn: DONALD C. SHARKUS (703) 696- 2383

6. ADMINISTERED BY (If other than item 5) CODE S3310A

DCM NEW YORK
FT. WADSWORTH BLDG. 120
207 NEW YORK AVENUE
STATEN ISLAND, NY 10305-5013

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

IBM RESEARCH
T.J. WATSON RESEARCH CENTER
P.O. BOX 218
YORKTOWN HEIGHTS, NY 10598

ORIGINAL

DUNS No.: 084006741
TIN: 130871985
CODE 2G381 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See BLOCK 12

11. SHIP TO/MARK FOR CODE HR0011

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
ATTN.: DR. STUART A. WOLF
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

12. PAYMENT WILL BE MADE BY CODE HQ0339

DFAS-COLUMBUS CENTER
DFAS-CO/BUNKER HILL DIVISION
P.O. BOX 182077, COLUMBUS, OH 43218-2077

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 SECTION G-6

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE PAGE 2				

15G. TOTAL AMOUNT OF CONTRACT $ 1,712,300.00

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	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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)
(b)(4)

19B. (b)(4)
BY

19C. DATE SIGNED 6/22/01

20A. NAME OF CONTRACTING OFFICER
DONALD C. SHARKUS

20B. UNITED STATES OF AMERICA
BY Donald C. Sharkus (Signature of Contracting Officer)

20C. DATE SIGNED 6/26/01

NSN 7540-01-152-8069
Previous edition is unusable

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Services and Costs

Item No.	Services	Amount
0001	The Contractor shall demonstrate a 10 qubit in accordance with Section C-1.	
	Total Estimated Cost	**$1,712,300**
	(Government Share - (b)(4))	(b)(4)
	(Contractor Share - (b)(4))	(b)(4)
0002	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
0003	OPTION I The Contractor shall demonstrate a 10 qubit with precision low noise drive circuits in accordance with Section C-1.	
	Total Estimated Cost	**$631,295**
	(Government Share - (b)(4))	(b)(4)
	(Contractor Share - (b)(4))	(b)(4)
0004	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*
0005	OPTION II The Contractor shall plan for a 10 qubit Computer in accordance with Section C-1.	
	Total Estimated Cost	**$665,055**
	(Government Share - (b)(4))	(b)(4)
	(Contractor Share - (b)(4))	(b)(4)
0006	Reports and Data in accordance with Article C-2 and the Contractor's Proposal	NSP*

(CLINS 0001, 0002 only)
*NSP = Not Separately Priced

B-2 Allotment of Funds

(a) For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract:

(1) the amount available for payment and allotted to this incrementally funded contract is $200,000;

(2) the items provided by such amount are Items 0001 and 0002; and

(3) the period of performance for which it is estimated that such amount will provide is through November 30, 2001.

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 Contract Line Item Numbers (CLINs) 0001 and 0002, in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's Proposal entitled "Scalable Superconducting Qubits," dated January 22, 2001 and revised cost proposal dated June 18, 2001, copies of which are in the possession of both parties.

(b) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Option Item I and Option Item II, as stated in contract Line Items (CLINs) 0003 through 0006 respectively, if and to the extent exercised, in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's Proposal entitled "Scalable Superconducting Qubits", dated January 22, 2001 and revised cost proposal date June 18 2001, copies of which are in the possession of both parties.

(b) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract; (2) other attachments to the contract, and (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.

1. 0002AA - R&D STATUS REPORT. In the event Option I and Option II is exercised, this report will change to 0004AA and 0006AA respectively .

This brief narrative, not to exceed three (3) pages in length and contain the following:

- For first report only: the date work actually started.

- Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
- Planned activities and milestones for the next reporting period.
- Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
- Notification of any changes in key personnel associated with the contract during the reporting period.
- Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- Summary of all problems or areas of concern.
- Related accomplishments since last report.

2. 0002AB - FINANCIAL REPORT - In the event Option I and Option II is exercised, this report will change to 0004AB and 0006AB respectively.

This fiscal report shall include a reporting of summary level financial data as follows:

FINANCIAL REPORT
PROGRAM FINANCIAL STATUS

WORK BREAKDOWN	CUMULATIVE TO DATE			AT COMPLETION	
STRUCTURE OR REMARKS TASK ELEMENT	PLANNED EXPEND	ACTUAL EXPEND	% COMPL	BAC*	LRE**
Subtotal					
Management Reserve or Unallocated Resources					
TOTAL					

* Budget At Completion (BAC) changes only with the amount if any scope changes (not affected by underrun/overrun)

** Latest Revised Estimate (LRE)

Based on currently authorized work:

(1) Is current funding sufficient for the current FY? (Explain in narrative if "No")	Yes/No
(2) What is the next Fiscal Year's funding requirement at current anticipated levels?	$_____K
(3) Have you included in the report narrative any explanation of the above data and are they cross referenced?	Yes/No

3. 0002AC – FINAL TECHNICAL REPORT. In the event Option I and Option II is exercised, this report will change to 0004AC and 0006AC respectively.

(a) This report, prepared in accordance with DATA Item DI-MISC-80711, shall document the results of the complete effort. 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 should not be interpreted as representing the official policies, either expressly or implied, 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 experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware/Software Development
Special Comments
Implications for Further Research
Standard Form 298, Report Documentation Page

(b) Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in the Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

(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 citation:

This material is based upon work supported by the
Defense Advanced Research Projects Agency
Defense Sciences Office
DARPA Order No. L678
(Effort/Program Title)
Issued by DARPA/CMO under Contract #MDA972-01-C-0052

(f) All technical reports must (1) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18, (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

Material must be packaged in accordance with best domestic commercial practices to assure safe delivery to the Defense Advanced Research Projects Agency (DARPA), or any other delivery point specified in the contract. The contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-88 "Standard Practice for Commercial Packaging" in effect on the date of this contract.

SECTION E INSPECTION AND ACCEPTANCE

E-1 Inspection and Acceptance at Destination

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F DELIVERIES OR PERFORMANCE

F-1 Term of Contract

(a) The term of the contract commences on the effective date of the contract and continues through thirty-six (36) months thereafter.

(b) The term of Option I, as stated in CLINs 0003 and 0004, if and to the extent exercised, shall commence on the option exercise date and continue through twelve (12) months thereafter.

(c) The term of Option II, as stated in CLINs 0005 and 0006, if and to the extent exercised, shall commence on the option exercise date and continue through twelve (12) months thereafter.

F-2 Reports and Other Deliverables

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

Item No.	Description	Due Date (on or before) Months After Commencement (MAC)
0002AA, 0004AA, 0006AA	R&D Status Report	Quarterly, commencing 3 MAC
0002AB, 0004AB, 0006AB	Financial Report	Quarterly, commencing 3 MAC
0002AC, 0004AC, 0006AC	Final Technical Report	Upon expiration of contract (see Article F-1)

F-3 Report Distribution:

(1) DARPA/CMO
Attn: Mr. Donald C. Sharkus
3701 North Fairfax Drive
Arlington, VA 22203-1714

(2) DARPA/DSO
Attn: Dr. Stuart A. Wolf
3701 North Fairfax Drive
Arlington, VA 22203-1714
(One copy of each report)

(3) DARPA/DSO
Attn: Ms. Riva Meade
3701 North Fairfax Drive
Arlington, VA 22203-1714
(One copy of 0002AA, 0004AA, 0006AA)

(4) DARPA/ASBD Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
(One copy of the Final Technical Report)

(5) Defense Technical Information Center
ATTN.: DTIC-BCS
8725 John J. Kingman Road
Suite 0944
Fort Belvoir, VA 22060-0944
(Two copies of the Final Technical Report)

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 Procuring Office Representative

The Procuring Office Representative for this procurement is: Mr. Donald C. Sharkus, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-2383, e-mail: dsharkus@darpa.mil.

G-2 Delegation Of Authority For Contract Administration

Defense Contract Management New York, as specified in Block 6 of the Face Page (SF26) of this contract is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives; however, technical cognizance is retained by DARPA because of the technical nature of the work.

G-3 Delegation Of Authority For Property Administration

Supporting Property Administration shall be provided by the cognizant Property Administrator in the Defense Contract Management Command.

G-4 Vouchers

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

Defense Contract Audit Agency - IBM Suboffice
IBM Corporation
TJ Watson Research Center
P.O. Box 218
Flewwellin House, Bldg 823, Rm 112
Yorktown Heights, NY 10598-0218

G-5 Payment of Cost

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 Section I 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".

(b) 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 rates(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."

G-6 Accounting And Appropriation Data

ACRN:

AA 9710400 1320 L678 P1Y10 2525 DPAC 1 5315 S12123 $200,000

G-7 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.

G-8 Electronic Funds Transfer Payment Methods

Payments under this contract will be made by electronic funds transfer in accordance with the following contractor-provided information:

Financial Institution:	Mellon Bank
Financial Institution Address:	3 Mellon Bank Center Pittsburgh, PA 15259
Account Number:	(b)(4)
ABA / Routing Number:	
Contractor's Contact Person:	

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 Type of Contract

This is cost-share-no fee contract.

H-2 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-3 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Dr. Stuart A. Wolf, DARPA/DSO, telephone (703) 696-4440, e-mail: swolf@darpa.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 Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

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

H-4 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, pursuant to DoD Instruction 5230.27, Page 5, dated October 6, 1987.

(b) When submitting material for clearance for open publication, the Contractor must furnish DARPA/AD (Technical Information Officer), 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-2432, 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-5 Invention Disclosure and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent rights clause of this contract to the Administrating Contracting Officer (ACO).

H-6 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined 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-7 Restrictions 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 a 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-8 Consultants

(a) The Contractor is authorized to use the following consultants to the extent indicated:

NONE

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (a).

H-9 Subcontracts

(a) The Government hereby consents to the following subcontractors and estimated costs as identified in the Contractor's proposal as necessary for performance of this contract:

List of Subcontractors	Total Estimated Cost
NONE	

(b) Incorporation of the subcontractor listing into the contract constitutes the written consent of the Contracting Officer required by paragraph (c) of the clause at FAR 52.244-2, Subcontracts (Cost-Reimbursement and Letter Contracts), incorporated into the contract in Section I.

(c) Any changes to the above list must be authorized by the Administrative Contracting Officer.

H-10 Proprietary Technical Data and Computer Software

Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and DFARS 252.227-7014.

H-11 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 paragraph (d) and (e) shall also be maintained when applicable.

H-12 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. 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, and 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 beyond that agreed to during negotiations.

(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 if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer 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-13 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 operational, 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 operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be 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 economic 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-14 Cost Sharing Arrangements

As a special condition of this contract, the parties to this contract understand and agree to the terms and conditions of the Cost Sharing arrangement as set forth in Section B. The parties to this contract also understand and agree to the reimbursement procedures governing this Cost Sharing arrangement set forth in Section G, paragraph G-5. Unless otherwise altered by contractual modification, this cost sharing arrangement set forth in this contract shall prevail throughout the contractual period. This cost sharing arrangement shall in no event supercede the provisions contained in the clause at FAR 52.232-22, Limitation of Funds, incorporated by reference in Section I of this contract.

H-15 Exercise of Option

The Government may exercise the option indicated below in whole or in part by written notice signed by the Contracting Officer and sent to the Contractor on or before the dates specified.

OPTION NUMBER	DATE
1	36 Months After Commencement (MAC)
2	48 Months After Commencement (MAC)

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/current/html/toc.html#part_52

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

FAR 52.202-01	Definitions (OCT 1995)
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	Printing/Copying 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 52.211-15	Defense Priority and Allocation Requirement (SEP 1990)
FAR 52.215-02	Audit and Records—Negotiation (JUNE 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 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)
FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (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 52.216-07	Allowable Cost and Payment (MAR 2000)
FAR 52.216-12	Cost-Sharing Contract – No Fee (APR 1984)
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 52.222-02	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 (AUG 1996)
FAR 52.222-04	Contract Work Hours and Safety Standards Act- Overtime Compensation (SEP 2000)
FAR 52.222-26	Equal Opportunity (FEB 1999)
FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
FAR 52.223-02	Clean Air and Water (APR 1984)
FAR 52.223-06	Drug-Free Workplace (JAN 1997)
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 52.232-09	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 (JUN 1997)
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)
FAR 52.233-01	Disputes (DEC 1998)
FAR 52.233-02	Service of Protest (AUG 1996): DARPA/CMD, 3701 North Fairfax Drive, Arlington, VA 22203-1714
FAR 52.233-03	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.242-01	Notice of Intent to Disallow Costs (APR 1984)
FAR 52.242-03	Penalties for Unallowable Costs (OCT 1995)
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 (AUG 1998)
FAR 52.244-05	Competition in Subcontracting (DEC 1996)
FAR 52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts) (JAN 1986) (DEV)
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 52.246-24	Limitation of Liability--High-Value Items (Feb 1997)
FAR 52.246-25	Limitation of Liability -- Services (Feb 1997)
FAR 52.247-01	Commercial Bill of Lading Notations (APR 1984)
FAR 52.247-34	F.O.B. Destination (NOV 1991)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
FAR 52.247-64	Preference for Privately Owned U.S. -Flag Commercial Vessels (JUN 2000)
FAR 52.249-06	Termination (Cost-Reimbursement) (SEP 1996)
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 (MAR 1999)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
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 (AUG 2000)
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 252.227-7036	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 252.242-7004	Material Management and Accounting System (DEC 2000)
DFARS 252.243-7002	Requests for Equitable Adjustments (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 252.251-7000	Ordering from Government Supply Sources (MAY 1995)

(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)
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 (OCT 1997)
or	
__ FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if FAR clause 52.215-16 does not apply)
X__ 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 52.219-09	Small Business Subcontracting Plan (OCT 2000) (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)

X	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
X	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
___	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 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
X	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 to contract that does not use FAR Part 12 procedures and is for supplies or services expected to exceed the simplified acquisition threshold (see DFARS 226.104(a))
___	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

X	FAR 52.227-12	Patent Rights - Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)

___ FAR 52.229-10	State Of New Mexico Gross Receipts and Compensating Tax (OCT 1998)
___ FAR 52.230-01	Cost Accounting Standards Notices and Certification (JUN 2000)
___ 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))
X__ 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 52.230-04	Consistency in Cost Accounting Practices (AUG1992)
X_ 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 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
or	
X_ FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
___ FAR 52.243.07	Notification of Changes (APR 1984)
___ FAR 52.245.18	Special Test Equipment (FEB 1993)
___ FAR 52.246-08	Inspection of Research and Development—Cost-Reimbursement (APR 1984) and Alternate I (APR 1984) (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)
X__ FAR 52.246.09	Inspection of Research Development (Short Form) (APR 1984)
___ 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)

X	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 FAR 52.204-2 is checked)
X	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) Applicable to contract expected to exceed $500,000)
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)
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 252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
___	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 (MAR 1998) (Applicable to contract for supplies or services that requires the furnishing of supplies) *(Do not check if using DFARS 252.225-7007 from Optional clauses or if nonqualifying country end products are ineligible for award as listed in DFARS 225.1101 (2)(ii)))*
___	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991) (Applicable if DFARS 252.225-7001 is checked) (Applicable if DFARS 252.225-7001 is checked *(or if DFARS 252.225-7007 is included from OPTIONAL clauses)*
___	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 bearings)

___	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)
___	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)
___	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 (JUN 1997) (Applicable when contract performance will be wholly or in part in a foreign country)
___	DFARS 252.225-7043	Antiterrorism/Force Protection 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 252.227-7015	Technical Data—Commercial Items (NOV 1995) (Applicable when Contractor will be required to deliver technical data pertaining to commercial items, components, or processes)
___	DFARS 252.227-7034	Patents - Subcontracts (APR 1984) (Applicable if FAR 52.227-11 is checked)
___	DFARS 252.227-7039	Patents - Reporting of Subject Inventions (APR 1990) (Applicable if FAR 52.227-11 is checked)
___	DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991) (Applicable when there will be separate and distinct deliverables unless not required under DFARS 246.370(b))

(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 certified cost or pricing data is required and if any preaward or postaward cost determinations 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 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

As prescribed in 15.408(l), insert the following provision:

Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent

necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

Alternate I (Oct 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(l), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to:

(1) the Administrative Contracting Officer, and
(2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(l), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

Alternate IV (Oct 1997). As prescribed in 15.408(l), replace the text of the basic provision with the following:

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: [Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

3. FAR 52.217-08 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

4. FAR 52.217-09 Option to Extend Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days [which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at

least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

5. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998)

(a) *Definitions*.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, 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) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

6. 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 copy 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.

7. DFARS 252.247-7023 Transportation of Supplies by Sea (MAR 2000)

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;
(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

8. DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J LIST OF ATTACHMENTS

Attachment 1 Statement of Work – January 22, 2001

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS BY OFFERS OR QUOTAS

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

STATEMENT OF WORK
January 22, 2001

Year 1:

(b)(4)

Year 2:

(b)(4)

Years 3, 4, and 5:

(b)(4)

Year 3:

(b)(4)

Year 4:

(b)(4)

Year 5:

(b)(4)

Section K Representations, Certifications, and other Statements of Offerors or Respondents

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 (Applicable to Solicitations Exceeding $100,000)

(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 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 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulations (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).*

X TIN:130871985_____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship

☐ Partnership

X 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.*

X 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 which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it ☐ is a women-owned business concern.

K-4 Data Universal Numbering System (DUNS) Number (JUNE 1999) FAR 52.204-6

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

The offeror's DUNS number is: 084006741.

K-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 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 X presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(b) Have ☐ have not X, within the 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; **[This language stayed indefinitely. Please use paragraph *a)(1)(i)(D) below.]**

(c) Are ☐ are not X presently indicted for, or otherwise criminally or civilly charged by governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. **[This language stayed indefinitely. Please use paragraph *a)(1)(i)(E) below.]**

(d) Have ☐ have not X, 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

(e) Are ☐ are not X, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of these offenses enumerated in subdivision (a)(1)(i)(d) of this provision.

(ii)

(a) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(a), (b), and (c) of this provision, has ☐ has not X, within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or state felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(b) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting officer; and

(iii) The Offeror has ☐ has not X, 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 non-responsible.

(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-6 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, X 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-7 Small Business Program Representations (MAY 2001) 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, X 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 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.

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

"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 in 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 are controlled by one or more veterans

"Women-owned small business concern," as used in this provision, means a small business concern—

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

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

(d) *Notice.*

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (OCT 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(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-8 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 the 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-9 Previous Contracts and Compliance Reports (FEB 1999) FAR 52.222-22

The offeror represents that —

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

(b) It X 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-10 Affirmative Action Compliance (APR 1984) FAR 52.222-25

The offeror represents that—

(a) It X 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-11 Certification of Toxic Chemical Release Reporting (OCT 2000) FAR 52.223-13
(Applicable to all competitive contracts expected to exceed $100,000 (including all options) and competitive 8(a) contracts.)

(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);

X (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-12 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-13 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.

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

DATE OF DISCLOSURE STATEMENT:June, 1998
NAME AND ADDRESS OF COGNIZANT ACO OR FEDERAL OFFICIAL WHERE FILED:
Marvin Liebman, ACO, DCM, New York, 207 New York Avenue, Staten Island, NY 10305

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.

X 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 X 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-14 Required Central Contractor Registration (MAR 2000) 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.ccr2000.com.

K-15 Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) DFARS 252.209-7001 (Applicable where resultant contract award is expected to be $100,000 or more.)

(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 Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government

K-17 Compliance with Veterans' Employment Reporting Requirements (MAR 1998) DFARS 252.209-7003

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

K-18 Hazard Warning Labels (DEC 1991) DFARS 252.223-7001 (Applicable to solicitations and contracts which require submission of hazardous material data sheets (see FAR 23.302(c))

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
None	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

K- 19 Change in Place of Performance--Ammunition and Explosives (DEC 1991) DFARS 252.223-7003 (Applicable to solicitations and contracts involving the acquisition of ammunition and explosives)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

K-20 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (SEP 1999) DFARS 252.223-7007 (Applicable to solicitations and contracts involving the acquisition of sensitive conventional arms, ammunition, and explosives)

(a) Definition. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

K-21 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-22 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-23 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-24 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.

X___ 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-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 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: Lou Guttman TITLE: Govt. Bus. Dev.TELEPHONE: AREA CODE 914
NUMBER 945-3685 EXT. _____

NAME: _____ TITLE: _____ TELEPHONE: AREA CODE _____
NUMBER _____ EXT. _____

K-27 Contract Administration

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

NAME: Lou Guttman TITLE:Government Business Development

TELEPHONE NO: AREA CODE 914_ NUMBER 945-3685