

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/ CALL (YYYYMMDD)	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
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6. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/BDC 8725 JOHN J. KINGMAN ROAD, MSC 6201 FORT BELVOIR VA 22060-6201	CODE HD3640	7. ADMINISTERED BY (if other than 6) CODE <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SEE ITEM 6</div>	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS	CODE	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	12. DISCOUNT TERMS 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15
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14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY CODE DEFENSE THREAT REDUCTION AGENCY/BDFFF 8725 JOHN J. KINGMAN ROAD MSC 6201 FORT BELVOIR VA 22060-6201	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL <input type="checkbox"/>	PURCHASE <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated _____ Furnish the following on terms specified herein. REF: _____
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: EMAIL: BY:	25. TOTAL \$0.00	26. DIFFERENCES
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27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED
 RECEIVED
 ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I certify this account is correct and proper for payment.				34. CHECK NUMBER
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

CLAUSES INCORPORATED BY FULL TEXT

252.219-9003 SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) AWARD

The award of this contract is predicated upon the Department of Defense FY200__ Small Business Innovative Research (SBIR) Solicitation Number _____ issued _____, which is hereby incorporated by reference. In the event of a conflict between the SBIR Solicitation and the contract, precedence shall be given to the contract.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

252.211-9001 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Statement of Work for this contract is contained within Sections D – "Phase I Technical Objectives" and E – "Phase I Work Plan" of Geophex, Ltd., proposal #DTRA99-012, dated _____, entitled "Improved Regional Seismic Event Locations Using 3-D Velocity Models," which is hereby incorporated by reference and made a material part of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

252.247-9001 PACKAGING AND MARKING

(a) All data contained in Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423 delivered under this contract shall be delivered using best commercial practices to meet the packaging requirements of the carrier and to insure delivery, to the addressees specified on the Data Item Cover Sheet, at destination and in accordance with applicable security requirements.

(b) All data and correspondence submitted to the Contracting Officer shall reference the Contract Number, the CDRL number, and the date submitted. A copy of all correspondence sent to the Contracting Officer's Representative (COR) or Project Manager shall be simultaneously provided to the Contracting Officer.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

252.246-9001 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all contractual items listed herein and in the Contract Data Requirements List (DD Form 1423) shall be made by the Project Manager at destination.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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CLAUSES INCORPORATED BY FULL TEXT

252.242-9002 DELIVERIES AND PERFORMANCE

The period of performance for this contract shall be for a period of six months from date of contract award.

Delivery of data requirements specified in Exhibit A, Contract Data Requirements List (DD Form 1423), shall be in accordance with the number of Days After Contract (DAC) award as follows:

CLIN 0001AA	45 DAC
CLIN 0001AB	75 DAC
CLIN 0001AC	105 DAC
CLIN 0001AD	135 DAC
CLIN 0001AE	165 DAC
CLIN 0001AF	180 DAC

The contractor shall deliver all data requirements FOB destination to the addressees set forth in Block 14 of the Contract Data Requirements List (DD Form 1423).

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-9000 PROJECT MANAGER

The Project Manager for this requirement is _____, DTRA/_____, telephone number (____) ____-____, email address _____@dtra.mil.

252.201-9001 CONTRACTING OFFICE POINT OF CONTACT (POC)

The POC in the Procuring Contracting Office for this contract action is _____, Contract Specialist, DTRA-_____, telephone number (____) ____-____, email address _____@dtra.mil.

252.232-9002 ACCOUNTING AND APPROPRIATION DATA

<u>CLIN</u>	<u>ACRN</u>	<u>ACCOUNTING AND APPROPRIATION DATA</u>	<u>AMOUNT</u>
0001AA	AA	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	\$ 90,000.00
0001AB	AB	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	\$ 90,000.00
	AC	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	\$ 20,580.00
	AD	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	\$ 60,000.00
0002AA	AE	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	\$ 50,000.00
	AF	xxxxxxxx.xxxx xxxx xxxxx-xxxxxx xxxxxxxxxxx xxxxxx	<u>\$ 60,000.00</u>
TOTAL			\$370,580.00

252.232-9003 PAYING INSTRUCTIONS (notional data for sample purposes)

- a. Payment for CLIN 0001AA shall be made from ACRN AA.
- b. Payment for CLIN 0001AB shall be made from ACRNs AB (50%), AC (30%), and AD (20%).

252.232-9004 TAXPAYER IDENTIFICATION NUMBER (TIN)

Contractor TIN: _____

252.232-9007 PAYMENT INFORMATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

This contract contains FAR clause 52.204-7, Central Contractor Registration. All contractors must be registered in the CCR database prior to award, during performance, and through final payment of any contract, except for awards to foreign vendors for work to be performed outside the United States.

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. In addition to the contractor's requirement to confirm on an annual basis that its information in the CCR database is accurate and complete, the contractor's information in the CCR database must be updated whenever changes occur to the contractor's remit-to data (e.g., account number, vendor name and address, etc.) and the paying office notified of any changes. The contractor's failure to maintain accurate information in the CCR database could result in payment delays for which the Government shall not be liable.

252.232-9009 CONTRACT PAYMENTS

Payments under this contract shall be made pursuant to FAR 52.232-25, Prompt Payment, following Government receipt and acceptance of monthly progress reports as stated in the following schedule:

Payment 1	CLIN 0001AA	45 DAC	\$
Payment 2	CLIN 0001AB	75 DAC	\$
Payment 3	CLIN 0001AC	105 DAC	\$
Payment 4	CLIN 0001AD	135 DAC	\$
Payment 5	CLIN 0001AE	165 DAC	\$
Payment 6	CLIN 0001AF	180 DAC	\$

The final payment under this contract will be made following completion of contract performance and acceptance of all work required under the contract.

252.232-9010 Invoice Submittal, DFAS

The contractor's properly prepared invoice(s) shall be submitted for payment in original plus three (3) copies to the **billing office** cited below before payment can be made. At the time of submission of invoice, also forward a separate information copy of all invoices directly to the designated Contracting Officer's Representative or Project Manager. Each invoice must contain the following information in order to be deemed properly prepared:

- (1) Name and address of the Contractor
- (2) Invoice Date and Invoice Number;
- (3) Contact/Purchase Order/IDIQ number including delivery order or task order Number;
- (4) Description, quantity, unit of measure, unit price and extended price;
- (5) Shipping and Payment Terms;
- (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number and mailing address of person to notify in the event of a defective invoice;
- (8) Taxpayer Identification Number (TIN);
- (9) Electronic funds transfer (EFT) banking information and;
- (10) Contract Line Item Number (CLIN) and Accounting Classification Reference Number (ACRN), description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed for each CLIN invoiced. A breakdown of subtotals for CLIN/ACRN specific changes must support the invoice total.

Since invoices are paid by the CLIN/ACRN, it is essential that the invoice specify the applicable CLIN/ACRN information. Invoices that are not properly prepared shall be rejected and returned to the contractor for correction and resubmission. Prompt Payment Act rules are applied to the date a corrected invoice is received in the **billing office** cited below (check one):

____ Defense Threat Reduction Agency
 ATTN: BDKF
 8725 John J. Kingman Road, MSC 6201
 Ft. Belvoir, VA 22060-6201

____ Defense Threat Reduction Agency

ATTN: BDQF/Accounting Team
1680 Texas Street SE
Kirtland AFB, NM 87117-5669

Payment will be made by the **payment office** designated below (check one):

_____ DFAS Columbus Center –HQ0337
DFAS-CO/NORTH ENTITLEMENT OPERATIONS
P.O. BOX 182266
COLUMBUS, OH 43218-2266

_____ DFAS Columbus Center –HQ0338
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS, OH 43218-2264

_____ DFAS Columbus Center –HQ0339
DFAS-CO/WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS, OH 43218-2381

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.201-9003 LIMITATION OF AUTHORITY

No person in the Government, other than a Contracting Officer, has the authority to provide direction to the Contractor, which alters the Contractor's obligations or changes this contract in any way. If any person representing the Government, other than a Contracting Officer, attempts to alter contract obligations, change the contract specifications/statement of work or tells the contractor to perform some effort which the Contractor believes to be outside the scope of this contract, the Contractor shall immediately notify the Procuring Contracting Officer (PCO). Contractor personnel shall not comply with any order or direction which they believe to be outside the scope of this contract unless the order or direction is issued by a Contracting Officer.

252.204-9000 Official DTRA addresses in the National Capital Region (NCR)

DTRA has 2 official mailing addresses in the National Capital Region. Select the correct address based on the criteria below:

1. The official USPS mailing address for DTRA - **MAIL** sent / received **VIA US POSTAL SERVICE**:

Defense Threat Reduction Agency
Attn: (Office Symbol)/(Name)**
8725 John J Kingman Rd Stop 6201
Ft Belvoir VA 22060-6201

** Mail sent without an office symbol may be mis-directed within DTRA. Please use the most current office symbol assigned. If an office symbol changes during the term of this contract, the contracting officer may advise of this change via a letter in lieu of a contract modification.

2. Due to security constraints, DTRA no longer accepts packages delivered by **VIA COMMERCIAL EXPRESS AND GROUND CARRIER** to any repository other than the one listed below. For all incoming packages to DTRA activities in the Washington DC area - (This includes all Federal Express, DHL, Airborne, UPS, and other carriers, as well as items ordered through IMPAC), use the following address:

Defense Threat Reduction Agency
Attn: (Office Symbol)/(Name)**
6200 Meade Road
Ft. Belvoir VA 22060-5264

Note: Use this address in all contracts for delivery of supplies/materials.

252.215-9004 KEY PERSONNEL (OCT 1998)

The personnel listed below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No deviation shall be made by the Contractor without the prior written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing the change, such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

[To be determined by the Government on review of Technical/Management Proposals]

252.219-9000 SUBMISSION OF PHASE II PROPOSAL (FEB 2000)

a. The contractor may submit a Phase II proposal ONLY in response to an express written request from the DTRA Contracting Officer. This request will only be issued upon the government's determination that the contractor has attained sufficient progress to warrant consideration for a Phase II effort. Nonetheless, the request will not be issued prior to 60 days before the scheduled completion of the Phase I contract. The contractor may submit a Phase II proposal anytime after receipt of the request. The contractor's Phase II proposal must contain enough information addressing the progress accomplished under Phase I to enable an evaluation of the project's promise if continued into Phase II.

b. The Phase II proposal will be evaluated for overall merit based on the criteria below:

(1) The soundness, technical merit and innovation of the proposed approach and its incremental progress toward topic or subtopic solution;

(2) The qualifications of the proposed principal/key investigators, supporting staff, and consultants. Qualifications include not only the ability to perform the research and development but also the ability to commercialize the results.

(3) The potential for commercial (Government or private sector) application and the benefits expected to accrue from this commercialization.

c. The reasonableness of the proposed costs of the effort to be performed will be examined to determine those proposals that offer the best value to the Government. Where technical evaluations are essentially equal in merit, cost to the Government will be considered in determining the successful offeror.

d. Phase II proposal evaluation may include on-site evaluation of the Phase I effort by Government personnel.

e. Fast Track Phase II Proposals. Under the regular Phase II evaluation process, the three criteria set forth in paragraph (b), above, are given roughly equal weight. For projects that qualify for the Fast Track (as discussed in Section 4.5 of the FY02 SBIR Program Solicitation Number 02.1), DTRA will evaluate the Phase II proposals under a separate, expedited process in accordance with the above criteria, and will select these proposals for Phase II awards provided:

(1) They meet or exceed a threshold of "technically sufficient" for criteria (b)(1) and (b)(2); and

(2) The project has substantially met its Phase I technical goals (and assuming budgetary and other programmatic factors are met, as described in Section 4.1 of RFP 00.1). Fast Track proposals, having attracted matching cash from an outside investor, presumptively meet criterion (b)(3). Consistent with DoD policy, this process should result in a significantly higher percentage of Fast Track projects obtaining Phase II award than non-Fast Track projects.

252.219-9001 ASSESSING COMMERCIAL POTENTIAL OF PROPOSALS

A Phase I or Phase II proposal's commercial potential will be assessed using the following criteria:

a. The proposer's commercializing strategy (see Sections 3.4.h. and 3.6 of RFP 02.1) and, as discussed in that strategy:

(1) any commitments of additional investment in the technology during Phase II from the private sector, DoD prime contractors, non-SBIR/STTR DoD programs or other sources, and

(2) any Phase III follow-on funding commitments; and

b. The proposer's record of commercializing its prior SBIR and STTR projects, as shown in its Company Commercialization Report (see Section 3.4n of RFP 00.1). If the "Commercialization Achievement Index" shown on the first page of the Report is at the 5th percentile or below, the proposer will receive no more than half of the evaluation points available under evaluation criteria b(3) of clause 252.219-9000 of this SBIR Phase I order, unless the SBIR program manager for DTRA recommends, in writing, that an exception be made for that proposer, and the contracting officer approves the exception.

A Company Commercialization Report showing that the proposing firm has no prior Phase II awards will not affect the firm's ability to win an award. Such a firm's proposal will be evaluated for commercial potential based on its commercialization strategy in paragraph a, above.

252.219-9002 ADDITIONAL CONDITIONS FOR ENTERING PHASE II (OCT 1998)

As a condition for consideration for award of a Phase II contract, the Contractor shall:

a. Describe in two pages or less a commercialization strategy addressing the following questions:

- (1) What is the first product that this technology will go into?
- (2) Who will be your customers, and what is your estimate of the market size?
- (3) How much money will you need to bring the technology to market, and how will you raise that money?
- (4) Does your company contain marketing expertise and, if not, how do you intend to bring that expertise into the company?
- (5) Who are your competitors, and what is your price and/or quality advantage over your competitors?

b. Following completion of any Phase II contract, the Contractor agrees to provide the Department of Defense with a report each year for five years detailing:

- (1) The sources and amounts of non-SBIR funding received for Phase III, and
- (2) The revenue from sales of new products in Phase III.

c. Information submitted in response to Clauses 9. through 11. above will be held in strict confidence and are considered to be proprietary to the Contractor.

(End of clause)

252.223-9000 REPORTING OF CONTRACTOR ACQUIRED RADIOACTIVE MATERIALS

In performance of this contract the contractor may be required to procure radioactive material(s). All such radioactive material(s) must be reported to the Contracting Officer as described below. The Contracting Officer will ensure applicable reports are provided to DTRA's Safety and Health Division, (ALH), which is responsible for the tracking and control of DTRA-owned and DTRA-procured radioactive materials. It is the contractor's responsibility to identify all radioactive material(s) procured under this contract as follows:

- (a) The Contractor shall immediately report to the Contracting Officer--

(1) All radioactive material(s) procured under this contract and not consumed in performance of this contract or delivered to the Government

(2) This report shall contain the following information about each source of radioactive material:

(i) Type (radioisotope) and activity of radioactive material

(ii) Calibration date

(iii) Manufacturer and model

(iv) Date when procured

(3) The Contractor is responsible for reporting all radioactive material(s) accountable to this contract, including any at subcontractor and alternate locations.

(End of clause)

252.227-9000 COMPUTER CODE DEVELOPMENT (OCT 1998)

Computer code development (the writing of a new computer program or the enhancement of an existing program to expand its capabilities) even if not explicitly specified in the Tasks of the SOW, shall be accompanied by a report which will be a brief summary describing the software, associated machine requirements and development and documentation status of each Computer Code for DTRA to determine the applicability of the Computer program to specific research problems.

(End of clause)

252.235-9000 SOURCES OF INFORMATION (JULY 2000)

a. The results of the research to be delivered to the Government under this Contract shall embody the most recent reliable information in the field which is available to the Contractor from private and governmental sources, and the Contractor agrees to utilize all sources of such information available to it. In this connection, information in this field which is in the control of DTRA shall, with the consent of the Contracting Officer's Representative (COR) and under such safeguards and procedures as he/she may prescribe, be made available to the Contractor on request. Additionally, the Contractor is encouraged to make use of the resources available through the Defense Threat Reduction Information Analysis Center (DTRIAC), 1680 Texas Street, Southeast, Kirtland AFB, New Mexico 87117.

b. Reasonable assistance in obtaining access to information, or in obtaining permission to use Government or private facilities, will be given to the Contractor by DTRA. Specifically, the Contractor must register with the Defense Technical Information Center, ATTN: DTIC, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218, in accordance with Defense Logistics Agency (DLA) Regulation 4185.10, Certification and Registration for Access to DoD Defense Technical Information. DD Form 1540, the registration form, shall be forwarded to the DTRA Contracting Officer for approval (DFARS 35.010(b)).

(End of clause)

252.245-9001 ACQUISITION AND DISPOSITION OF GOVERNMENT PROPERTY (MAY 2000)

a. Part 45 of the Federal Acquisition Regulation (FAR) requires contractors performing Government contracts to provide all property necessary to perform the contracts, unless otherwise exempted.

b. Property (see FAR 45.101) of any kind, unless incorporated in a physical end item to be delivered, shall not be acquired for the Government's account under the contract unless the Contracting Officer has provided prior written approval, or unless the property is specifically identified in the contract. The contractor will not be reimbursed for such unauthorized purchases, either directly or indirectly, and the parties agree that costs associated with such unauthorized purchases are specifically unallowable.

(1) Prior to acquiring Industrial Plant Equipment (IPE) (DFARS 245.301), existing Government equipment shall be screened pursuant to DFARS 245.302-1(b)(1)(A).

(2) Prior to acquiring Information Technology Equipment, existing Government equipment will be screened pursuant to DFARS 245.302-1(b)(1)(B) and DoD 7950.1-M, Defense Automation Resources Management Manual.

c. Government property that is no longer needed for this contract shall be listed by the contractor on appropriate inventory schedules (FAR 45.606). The contractor shall forward the inventory schedules to the cognizant Plant Clearance Officer at the Defense Contract Management Agency (DCMA) contract administration office for processing. The type and sequence of screening depends on the nature of the property involved as specified in FAR Table 45-1. Property determined by the Plant Clearance Officer to be subject to agency screening or special item screening requirements of FAR 45.608-3 and 45.608-5 shall be screened by the Plant Clearance Officer who shall route their request to Defense Threat Reduction Agency, ATTN: **BDJ**. (Note: Address to ATTN: **BDT** for Information Technology requests.) The time periods imposed by FAR Part 45 for this agency screening or for special item screening shall be adhered to in all cases. Upon completion of all required screening, the Plant Clearance Officer will provide instructions for all remaining property.
(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-16	Additional Data Requirements	JUN 1987
52.227-20	Rights in Data - SBIR Program	MAR 1994
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	AUG 2003
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004

252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and assertion of use, release, or disclosure restrictions	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	JUN 1995
252.227-7018 Alt I	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jun 1995) - Alternate I	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.251-7000	Ordering From Government Supply Sources	OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 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):

[Insert one or more Internet addresses]

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(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 contracts 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 Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., 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 the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

List of Documents, Exhibits and Other Attachments

a. Exhibits applicable to this contract are identified as follows:

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
A	Contract Data Requirements List, DD Form 1423, With Data Item Cover Sheet and Data Item Description (DID) Documents	2

b. Attachments applicable to this contract are identified as follows:

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
1	Statement of Work entitled " Rev __, dated/updated _____	8
2	Contract Security Classification Specification DD Form 254, dated _____	2
3	Government Furnished Property	5