

| | | | | | |
|--|------------------------|---|---|-------------------------|-------------|
| AWARD / CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING DO-A7 | PAGE of PAGES 1 19 | |
| 2. CONTRACT (PROC. INST. IDENT.) NO. FA8750-05-C-8880 | | 3. EFFECTIVE DATE | 4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G | | |
| 5. ISSUED BY AFRL/IFKC USAF, AFMC AIR FORCE RESEARCH LABORATORY 26 ELECTRONIC PARKWAY ROME NY 13441-4514 IFKC IFKC 315-330-3411 IFKC@rl.af.mil | | CODE FA8750 | 6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE FA8750 AIR FORCE RESEARCH LABORATORY/IFK 26 ELECTRONIC PKY ROME NY 13441-4514 SCD: C PAS: (NONE) | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) SBIR OFFEROR | | | 8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below) | | |
| | | | 9. DISCOUNT FOR PROMPT PAYMENT N | | |
| CAGE CODE | | | 10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN | | |
| FACILITY CODE | | | ITEM See Block 12 | | |
| 11. SHIP TO / MARK FOR CODE See Section F | | 12. PAYMENT WILL BE MADE BY CODE DFAS-BVFB/DY PO BOX 369024 COLUMBUS OH 43218-9024 EFT: T | | | |
| 13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION | | | 14. ACCOUNTING AND APPROPRIATION DATA | | |
| 15A. ITEM NO See Section B | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | |

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|---|
| <p>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all 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.)</p> | <p>18. <input type="checkbox"/> 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 set forth in full above, is hereby accepted as to 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.</p> |
|---|---|

| | | | |
|--|------------------|---|------------------|
| 19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 20A. NAME OF CONTRACTING OFFICER DEBRA A. AMODIO | |
| 19B. Name of Contractor | 19C. Date Signed | 20B. United States of America | 20C. Date Signed |
| by _____ (signature of person authorized to sign) | | by _____ (signature of Contracting Officer) | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|--|-------------------|---------------------------------|
| 0001 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1). | | |
| 0002 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003 subparagraph 1(b)(1). | | |
| 0003 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1). | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|--|-------------------|---------------------------------|
| 0004 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1). | | |
| 0005 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1). | | |
| 0006 | | 1 Lot | |
| | <i>Noun:</i> REPORT | | |
| | <i>NSN:</i> N - Not Applicable | | |
| | <i>Contract type:</i> J - FIRM FIXED PRICE | | |
| | <i>Inspection:</i> DESTINATION | | |
| | <i>Acceptance:</i> DESTINATION | | |
| | <i>FOB:</i> DESTINATION | | |
| | <i>Descriptive Data:</i> | | |
| | A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1). | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|---|-------------------|---------------------------------|
| 0007 | <p><i>Noun:</i> REPORT <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1).</p> | 1 Lot | |
| 0008 | <p><i>Noun:</i> REPORT <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> A. MONTHLY REPORT in accordance with Contract Clause C003, subparagraph 1(b)(1).</p> | 1 Lot | |
| 0009 | <p><i>Noun:</i> STUDY/SUMMARY REPORT/FINAL TECHNICAL REPORT <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> A. STUDY, SUMMARY REPORT and FINAL TECHNICAL REPORT in accordance with Contract Clause C003, subparagraphs 1(b)(2) and (3).</p> | 1 Lot | |

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price TBD

Applicable to following Line Items: ALL

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

1. The following documents, as they may be amended below, are a part of this contract:

(a) The Contractor's U.S. Department of Defense Small Business Innovation Research (SBIR) Technical Proposal for Phase I, AF Topic No. (insert topic number) entitled " (insert title) ," dated (insert date) (Reference Section I clause AFMCFARS 5352.215-9005, INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC)).

(b) The contract reporting requirements delineated herein supersede the Contractor's proposal. Reports shall not contain proprietary, export controlled or classified material.

(1) MONTHLY REPORTS. Reference Data Item Description (DID) DI-MISC-81612A, "R&D Project Summary" found at http://assist.daps.dla.mil/eAccess/index.cfm?ident_number=209969. The Contractor shall report technical and financial status, including the following information:

(i) A detailed description of the work accomplished, including hours expended, such that the Government can evaluate and monitor the progress made by the Contractor. Include progress made, any results obtained (positive and negative), any problem areas, and plans for activities during the next reporting period.

(ii) Percentage of work completed by tasks during the month.

(iii) Percentage of total contract work completed to date.

(iv) Monthly expenditures (earned value) and projected expenditures for the next reporting period.

See subparagraph (a)(1) of IFK-F006 for delivery instructions.

(2) SUMMARY REPORT. A SBIR Phase I Summary Report shall be delivered concurrently with the final technical report. The report shall not exceed 700 words and shall include the technology description as well as the anticipated applications/benefits for government and/or private sector use. Summary Reports shall be prepared in accordance with the instructions posted on the Air Force SBIR/STTR Virtual Shopping Mall under RS Report Submittals (<http://www.sbirstrmall.com>). See subparagraph (a)(2) of IFK-F006 for delivery instructions.

(3) FINAL TECHNICAL REPORT. Reference Data Item Description (DID) DI-MISC-80711A, "Scientific and Technical Reports" found at http://assist.daps.dla.mil/eAccess/index.cfm?ident_number=204944. The contractor shall deliver a final technical report that documents, in detail, the program objectives, all technical work accomplished, information gained during performance, all results obtained and estimates of technical feasibility. Include all pertinent observations, nature of problems, positive and negative outcomes, and "Lessons Learned." See subparagraph (a)(3) of IFK-F006 for format and delivery instructions.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Air Force Research Laboratory, Rome, NY .

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | DATE |
|------|--------------------------|---|---------|----------|-----------|------|
| 0001 | | 1 | FA8750 | | 1 | MARO |
| | <i>Noun:</i> | REPORT | | | | |
| | <i>Descriptive Data:</i> | | | | | |
| | COMPLETION: | Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1). | | | | |
| 0002 | | 1 | FA8750 | | 2 | MARO |
| | <i>Noun:</i> | REPORT | | | | |
| | <i>Descriptive Data:</i> | | | | | |
| | COMPLETION: | Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1). | | | | |
| 0003 | | 1 | FA8750 | | 3 | MARO |
| | <i>Noun:</i> | REPORT | | | | |
| | <i>Descriptive Data:</i> | | | | | |
| | COMPLETION: | Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1). | | | | |
| 0004 | | 1 | FA8750 | | 4 | MARO |
| | <i>Noun:</i> | REPORT | | | | |
| | <i>Descriptive Data:</i> | | | | | |
| | COMPLETION: | Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1). | | | | |
| 0005 | | 1 | FA8750 | | 5 | MARO |
| | <i>Noun:</i> | REPORT | | | | |
| | <i>Descriptive Data:</i> | | | | | |
| | COMPLETION: | Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1). | | | | |

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | DATE |
|------|------------------------|-----|---------|----------|-----------|------|
|------|------------------------|-----|---------|----------|-----------|------|

| | | | | | | |
|-------------|--|---|--------|--|---|------|
| 0006 | | 1 | FA8750 | | 6 | MARO |
|-------------|--|---|--------|--|---|------|

Noun: REPORT

Descriptive Data:

COMPLETION: Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1).

| | | | | | | |
|-------------|--|---|--------|--|---|------|
| 0007 | | 1 | FA8750 | | 7 | MARO |
|-------------|--|---|--------|--|---|------|

Noun: REPORT

Descriptive Data:

COMPLETION: Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1).

| | | | | | | |
|-------------|--|---|--------|--|---|------|
| 0008 | | 1 | FA8750 | | 8 | MARO |
|-------------|--|---|--------|--|---|------|

Noun: REPORT

Descriptive Data:

COMPLETION: Deliver in accordance with Contract Clause IFK-F006, subparagraph (a)(1).

| | | | | | | |
|-------------|--|---|--------|--|---|------|
| 0009 | | 1 | FA8750 | | 9 | MARO |
|-------------|--|---|--------|--|---|------|

Noun: STUDY/SUMMARY REPORT/FINAL TECHNICAL REPORT

Descriptive Data:

COMPLETION: Deliver in accordance with Contract Clause IFK-F006, subparagraphs (a)(2) and (3).

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

IFK-F006 DELIVERY OF REPORTS (MAR 2005)

(a) Reports shall not contain proprietary, export controlled or classified material. All data shall be delivered in accordance with the delivery schedule specified in Section F, the requirements of the contract and the following:

(1) MONTHLY REPORTS. The Contractor shall utilize the AFRL Program Management System (Jiffy) to input and distribute the required information.

(i) The AFRL Program Management System resides at the following Uniform Resource Locator (URL) address: <https://jiffy.rl.af.mil>

(ii) The AFRL Program Manager (referred to as the Government Technical Point of Contact in Jiffy) will provide instructions for creating a contractor user account and will assist the contractor in establishing the distribution list of addressees.

(iii) The AFRL Program Manager will furnish comments on the report within fifteen (15) days after receipt of the report, when necessary. The contractor shall submit updates within fifteen (15) days after receipt of Government comments.

(2) SUMMARY REPORT

(i) The Phase I Summary Report shall be delivered to the AFRL Program Manager at the completion of the contract. Submit two (2) printed copies and one (1) electronic copy on portable media, such as CD-ROM or magnetic diskette, as coordinated with the AFRL Program Manager. Electronic copy delivery in Microsoft Office suite compatible format is preferred. The AFRL Program Manager's address can be found in subparagraph (b)(1) below.

(ii) Concurrent with the delivery of this report, furnish letters of transmittal to the following addresses:

AFRL/IFB, Janis Norelli, Janis.Norelli@rl.af.mil <<mailto:Janis.Norelli@rl.af.mil>>

ACO (address in SF Form 26, Block 6)

Government Buyer (name/address in SF Form 26, Block 5)

(iii) The Government will review and return comments and recommendations or approval with a public affairs clearance number within fifteen (15) days after receipt of this report. Upon approval, submit the Summary Report to the SBIR Virtual Shopping Mall Manager for posting. (<<http://www.sbirstrmall.com>>).

(3) FINAL TECHNICAL REPORT

(i) The Contractor shall submit two (2) printed copies and one (1) electronic copy in IBM Personal Computer compatible Microsoft Word format on CD-ROM, magnetic diskette or zip disk of the Final Technical Report detailing all work performed under Phase I to AFRL/IFOIP (STINFO), 26 Electronic Parkway, Rome NY 13441-4514.

(ii) The Final Technical Report shall include a completed SF 298 "Report Documentation Page" as the first page.

(A) Block 12a (Distribution/Availability Statement) for each unclassified final report must contain the following statement: "Distribution authorized to U.S. Government Agencies only; SBIR/STTR Program - DFARS 252.227-7018."

(B) Block 13 (Abstract) must include as the first sentence, "Report developed under SBIR or STTR (choose one) contract for Topic No. (INSERT TOPIC NUMBER) ." The abstract must identify the purpose of the work, and briefly describe the work carried out, the finding or results and the potential applications of the effort. The abstract shall not contain proprietary or classified material.

(C) Block 14 (Subject Terms) must include the term "SBIR/STTR Report." A blank copy of the SF 298 can be obtained at Reference E of the DoD SBIR Solicitation (<http://www.acq.osd.mil/sadbu/sbir/solicitations/sbir022/pdf/refe022.pdf>).

(iii) The hard copies of this report shall be submitted on white, 8-1/2 x 11" bond paper. Margin requirements are 1" top and 1-1/2" bottom and a minimum of 1" right and left. For report text, 10- or 12-point type is preferred. For non-text matter (e.g., footnotes and indexes), 8 points is the smallest acceptable size. Page numbers are to be centered at the bottom of each page. For all other formatting, use ANSI Z39.18-1995 as a guide (<http://www.niso.org/standards/resources/Z39-18-1995.pdf>).

(iv) The Government will provide the report number and distribution statement after submission of the report. AFRL/IFOIP will notify the Contractor within thirty (30) days of receipt of the report whether the report requires revision, and forward one (1) corrected (marked-up) copy (or written directions for required corrections) to the Contractor for corrections. Within thirty (30) days after receipt, the Contractor shall accomplish the corrections and return one (1) corrected copy on disk and the original marked-up copy to AFRL/IFOIP.

(v) Reproduction and distribution control of this document is the responsibility of the procuring activity. Other markings will be applied by AFRL, Rome NY, after receipt of the deliverable data to AFRL, Rome NY.

(vi) Submission of the approved final report to AFRL/IFOIP satisfies the DFARS 252.235-7011 requirement to submit final reports to DTIC.

(b) MATERIAL INSPECTION AND RECEIVING REPORT REQUIREMENTS (DD FORM 250)

(1) When a Contract Line Item (CLIN) has been completed and reported, submit a completed DD Form 250 to the following address:

Air Force Research Laboratory/INSERT IFEM, IFGM, IFSM, IFTM, or SNOR)
FURTHER MARKED FOR: (INSERT LPM OFFICE SYMBOL AND LPM NAME)
INSERT BUSINESS OFFICE MAILING ADDRESS
Rome NY 13441-XXXX

LPM EMAIL ADDRESS

Telephone: (315) 330-XXXX (LPM PHONE NUMBER)

(2) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to AFRL/INSERT TECH BUSINESS OFFICE SYMBOL at telephone (315) 330-XXXX. (INSERT TECH BUSINESS OFFICE PHONE NUMBER FROM P:\DD FORM 250 PROCESSING INQUIRIES (phone numbers).doc)

(3) A complete and accurate DD Form 250 must be submitted for each CLIN to ensure prompt payment.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G016 SBIR INFORMATION AVAILABLE ON WORLD WIDE WEB (MAR 1999) (TAILORED)

Information, instructions, and the associated 'hyperlinks' for SBIR/STTR actions are available on the World Wide Web at URL 'http://www.rl.af.mil/div/IFK/afbop/bus_ops_main.html' for the following: 'Air Force Proposal Preparation Instructions' (for SBIR Phase II proposals); 'Report Documentation Page', 'SF 298', 'Fast Track Procedures'; and 'Sample DD 250' (for using the DD 250 as an invoice).

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H057 SMALL BUSINESS INNOVATION RESEARCH (SBIR) PHASE I AND PHASE II CONTRACT REQUIREMENTS (FEB 2003) (TAILORED)

The following requirements of the FY 2005 Department of Defense (DoD) solicitation for the Small Business Innovation Research (SBIR) program are incorporated herein by reference:

- (a) Definition. "United States", as used in this clause, means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.
- (b) Primary Employment. The primary employment of the principal investigator must be with the small business firm during the conduct of the contract. Primary employment means that more than one-half of the principal investigator's time is spent with the small business. Primary employment with a small business concern precludes full-time employment at another organization.
- (c) Purchase Of Equipment. It is the sense of Congress that an entity that is awarded a contract under the SBIR Program of a federal agency under Section 9 of the Small Business Act should, when purchasing any equipment or a product with funds provided through the contract, purchase only American-made equipment and products, to the extent possible in keeping with the overall purposes of that program.
- (d) SBIR Phase I Requirements. A minimum of two-thirds of the research and/or analytical effort required to perform the work specified in the attached Statement of Work (or Contractor's proposal, if incorporated herein by reference) shall be performed by the Contractor in the United States.
- (e) STTR Phase I Requirements. A minimum of 40 percent of the research and/or analytical effort required to perform the work specified in the Statement of Work (or Contractor's proposal, if incorporated herein by reference) shall be performed by the Contractor in the United States, and a minimum of 30 percent of the research and/or analytical effort required to perform the work specified in the Statement of Work (or Contractor's proposal) shall be performed by a research institution in the United States.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 6.3.x.400; Issued: 3/4/2005; FAR: FAC 2001-27; DFAR: DCN20050222; DL: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 2004-PK-006; AFAC: AFAC 2005-0209; IPN: 98-009

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.222-03 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)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
- 52.227-11 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
Para (I), Communications: 'All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to Air Force Research Laboratory/IFOJ, 26 Electronic Parkway, Rome NY 13441-4514. The AFRL/IFOJ patent administrator can be reached at Area Code (315) 330-2087 or DSN 587-2087. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.'
- 52.232-02 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-23 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)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
- 52.245-04 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

- 52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SHORT FORM) (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV
2003)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--
SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (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)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
Para (a), name of contracting agency(ies): 'Air Force Research Laboratory, Rome NY'
Para (a), contract number(s): 'FA8750-05-C-8880'
Para (b), name of contracting agency(ies): 'Air Force Research Laboratory'
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

**C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

- 5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG
1998)
Para (a), Paragraph Numbers: '?????'
Para (a), Paragraph Numbers: '?????'
Para (a), Version Number(s): '?????'
Para (a), Dated: '?????'
Para (a), Entitled: '?????'
Para (b), Rank order: 'equal with paragraph (e), Specifications.'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

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://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

NO EXHIBITS OR ATTACHMENTS IN THIS SECTION

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

(ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

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

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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