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AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 250)	RATING	PAGE OF PAGES 1 of 32
2. CONTRACT NUMBER		3. EFFECTIVE DATE 13 Aug 2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Washington, DC 20505		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) For telephone inquiries relating to this order, contact [redacted] on Area Code: [redacted] Please contact [redacted] for any administrative issues	7. NAME & ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE, & ZIP CODE) George Washington University 2121 I Street, NW, Suite 601 Washington, DC 20052	
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (SEE BELOW)		9. DISCOUNT FOR PROMPT PAYMENT		
10. SUBMIT INVOICES TO ADDRESS SHOWN IN 14 COPIES UNLESS OTHERWISE SPECIFIED		ITEM G.2		
11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY G.2		
13. <input type="checkbox"/> 10 USC 2304(a) <input type="checkbox"/> 41 USC 253(c)		14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return TWO (2) copies to issuing 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 [redacted] 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)
Helen Spencer
Assistant VP for Research Services

20A. NAME OF CONTRACTING OFFICER
[redacted]

19B. NAME OF [redacted] BY [redacted]

19C. DATE SIGNED
8/13/01

20C. DATE SIGNED
9/14/01

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. Scope of Contract (Cost-Reimbursement/Fixed-Price) (APR 1984)

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The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Contractor's Proposal, dated 29 May 2001.

B-2. Type of Contract (Cost) (APR 1984)

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This is a Cost Type contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost of

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. Statement of Work (AUG 1996)

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The Sponsor's Statement of Work entitled "Electrode Improvement for Lithium-Ion Batteries - Investigation of Conductor Composites" dated 16 March 2001 is hereto made a part of this contract.

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SECTION D - PACKAGING AND MARKING

D-1. Identification and Marking of Shipments (AUG 1996)

(b)(3)

(a) General:

It is an express condition of this contract that the Contractor will make no reference of any nature to the purchaser in connection with the shipment of materials or the shipping documents pertaining to this contract. This includes, but is not limited to the items being furnished, instruction books, blueprints, manuals, packing lists, instruction plates or identification plates. There shall be no reference to the purchaser on or in any shipping container, shipping documents or billing documents.

(b) Bills of Lading:

The Bill of Lading shall show the consignee as cited on Schedule "A" of the contract.

(c) Exterior Markings:

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(1) No stenciling shall be applied to the shipping container except for the following:

(i) Weight, dimensions, and cubic content of container.

(ii) Caution markings for handling purposes, such as: "DELICATE INSTRUMENT," "THIS SIDE UP," "FRAGILE," and "CENTER OF BALANCE" (on large items), etc.

(2) The consignee address as given above in paragraph (b) shall be marked on a shipping tag or label that shall be securely fixed on the container by use of a waterproof adhesive or stapled to the container. Such markings shall be protected by a coat of transparent water-repellent material.

(3) Container Numbering:

(i) Each exterior container shall bear a number relative to the total number of containers in the shipment, e.g., PKG. 1 of 5.

(ii) Set marking - where an equipment item constitutes a set, and is packed and shipped unassembled in two or more separate pieces, each container shall be marked with the set or assembly number, the number of the container relative to the number of containers comprising the complete set, and the total number of containers in the particular set or assembly, together with a brief description of the component part contained therein. Thus, a box containing a control panel, which is the third container of a group of four making up set number two, would require the following special set markings: Set No. 2, Package 3 of 4, Control Panel.

(iii) Container numbering shall not be stenciled on the containers but shall be applied by tag or label as described in paragraph (c)(2).

(d) Interior Markings:

(1) No markings shall be applied on any interior packaging material or container that would identify the purchaser.

(2) Each primary wrapper, envelope, bag, folding carton or other packaging material enclosing each assembly, part or group of similar parts shall be marked so that it may be readily identified against the packaging list. Each secondary and all other overwrap material shall be marked as to the contents enclosed in the package. The markings shall include the following:

(i) One of the following headings:

(A) Part of the Basic Unit (removed to facilitate packing)

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- (B) Operating Spare Parts
- (C) Base Spare Parts
- (D) Tools
- (E) Service Equipment
- (F) Other category indicated in the contract.
- (ii) Brief nomenclature
- (iii) Quantity

Items that are not enclosed in a wrapper or carton shall be identified with a tag that includes the above information.

(e) Packing Lists:

A master packing list shall accompany each shipment or be forwarded under separate cover so that it reaches the consignee prior to the receipt of the shipment. The master packing list shall include:

- (1) Name and address of consignor
- (2) Name and address of consignee as in paragraph (b) above
- (3) Contract or Purchase Order Number.
- (4) Government Bill of Lading Number covering the shipment, if any
- (5) Items being shipped shall be listed as required under one or more of the headings listed in paragraph (d)(2)(i) above
- (6) Stock and item number
- (7) Nomenclature of item
- (8) Quantity of each item
- (9) Location of each item by container number and set number when applicable
- (10) Any data specifically required to be included on the packing list, by the terms of

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the contract.

(f) Unassembled Items:

(1) Identification of connection components. When it is necessary to remove components to facilitate packing, all connecting wires, conduits, leads and other objects disconnected shall be tagged in such a manner so as to readily identify lines of the various components.

(2) Shipping bolts, collars, etc. All objects that are attached to assemblies for packing purposes that require removal before the item can be put in operation, shall be labeled accordingly in a conspicuous manner.

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 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 address: <http://www.arnet.gov/far/>

**52.246-8 Inspection of Research and Development— MAY 2001
Cost Reimbursement – Alternate I**

E-2. Inspection and Acceptance at Destination (General) (APR 1990)

(b)(3)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

SECTION F - DELIVERIES OR PERFORMANCE

F-1. 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 address: <http://www.arnet.gov/far/>

52.242-15 Stop-Work Order (ALT I) AUG 1989

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52.247-34 F.o.b. Destination NOV 1991

52.242-17 Government Delay of Work APR 1984

F-2. Late-Delivery (AUG 1996)

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When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F-3. Period of Performance (AUG 1996)

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The Period of Performance of this contract shall be from 13 August 2001 through 12 August 2003.

F-4. Place of Performance (AUG 1996)

(b)(3)

The principal Place of Performance under this contract shall be at the George Washington University in Washington, DC.

F-5. Contract Status Report (JAN 2001) (MODIFIED)

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Quarterly Contract Status Reports shall be submitted in to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Quarterly Contract Status Report exemplar. The most recent invoice(s) submitted, that reflect the period covered by the monthly report, shall be an attachment to the report.

F-6. Shipping Instructions - COTR Directed (AUG 1996)

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Deliverable reports and data submissions shall be delivered in accordance with instructions to be provided by the Contracting Officer's Technical Representative (COTR).

F-7. Personal Delivery (AUG 1996)

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In the event any item under this contract is personally delivered to the COTR, the Contractor shall obtain a signed receipt in duplicate from the COTR. One copy of the receipt shall be attached to the Contractor's invoice submitted for payment for such item(s).

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Section K -
Representations, Certifications, and Other
Statements of Offerors or Quoters

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**K-1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blanks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acma.gov/far/>.

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES.	FEB 1999

K-2. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will

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not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(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 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

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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;

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 Educational Institution

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____
TIN _____

K-4. 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [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.

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K-5. 52.209-5 CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state anti-trust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

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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.

(c) 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. 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

Dept. of Chemistry
725 21st Street
Washington, DC 20052

K-7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

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

(c) Definitions. As used in this provision -

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

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

(1) Means a small business concern -

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

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

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

"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 III/BZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d),

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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.

K-8. 52.223-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

- (a) It has has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-9. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-10. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(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(e) and (g) of EPCRA and section 6607 of PPA; or

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(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 317(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K-11. 52.225-1 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-SUPPLIES
(FEB 2000)**

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

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

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(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 101a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act - Balance of Payments Program Certificate."

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products Country of Origin

Excluded End Products	Country of Origin

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

K-12. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software.

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and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

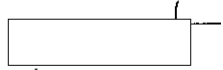
K-13.



FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (SEP 2000)

(b)(3)

(a) Notwithstanding the provisions of Section 3 of the NISPOB, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form 328 (formerly known as DF 4415), Certificate Pertaining to Foreign Interests (or update a previously submitted Form 328), with their proposal or prior to contract performance, as appropriate. Standard Form 328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government. Additionally, a Key Management Personnel List (formerly known as ODDFPS—Owners, Officers, Directors, Executive



(b)(3)

Personnel List) must be submitted with SF328 which identifies senior management by Name, Position, Social Security Number, Date/Place of Birth, and Citizenship status.

(b) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought to be obtained over its affairs, or the affairs of a Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

The Industrial Contractor who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDI 444V).

(c) The Contractor shall promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention.

K-14  SECURITY REQUIREMENTS - SOFTWARE CERTIFICATION
(JUN 1998)

(b)(3)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

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[Redacted]

(b)(3)

K-15. [Redacted] INDUSTRIAL CONTRACTORS POLYGRAPH PROGRAM (JUL 1997)

(b)(3)

Security is a criterion in the evaluation of proposals received in response to this solicitation. Participation in the Industrial Polygraph Program is a mandatory requirement. The polygraph coverage under this program consists of counterintelligence issues and lifestyle polygraph interview for an ISSATS and a counterintelligence issue polygraph for an ISA/TS. Please indicate your willingness to participate in this Industrial Polygraph Program by checking the appropriate box below.

- Will Participate
- Will Not Participate

K-16. [Redacted] CERTIFICATION OF METRIC SYSTEM (SI) USAGE (AUG 1996)

(b)(3)

The metric system of measurement is the preferred system of weights and measures for United States trade and commerce. Each Federal agency must use the metric system of measurement in its procurements, grants, and other business-related activities to the extent economically feasible.

Unless this solicitation specifies otherwise, the Offeror certifies by signing this offer that the supplies, components, reports, documentation, or services to be designed, fabricated assembled, delivered or performed under the contract are in accordance with the "International System of Units (SI)", or the "Metric System", as defined by clause [Redacted] of this contract.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Settlement (JUL 2001)

(b)(3)

Upon completion of the subject contract, the Contractor shall submit the following documents:

(a) Final Voucher (also referred to Final Cumulative Claim and Reconciliation (FCCR). Once final annual indirect expense rates have been established or the Contractor wishes to use approved quick-close rates, Contractor shall submit a "FINAL" voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of that contract. (Three copies (3) are required)

(b) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expended). (Three (3) copies required)

(c) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)

(d) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)

(e) Final Patent and Royalty Statement (in accordance with FAR 52.227-10, 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)

All of the above closeout documentation shall be mailed, postage prepaid, to:

(b)(3)

If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

G-2. Invoicing and Payment Instructions (General) (AUG 1996)

(b)(3)

Invoices shall be mailed to the following payment office:

(b)(3)

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Invoices may be sent to the payment office via facsimile (FAX) machine at the following number: When original invoices are transmitted via FAX, do not follow up with additional copies; doing so will result in the FAX option being made unavailable to your company.

(b)(3)

The payment periods designated in the FAR provisions for Prompt Payment contained in this contract will begin the date a proper invoice is received in the payment office. A proper invoice must include:

- (a) Name of the business concern and invoice date.
- (b) Contract, purchase order, or delivery order number. An invoice that lacks a contract, purchase order, or delivery order number cannot be processed for payment. No other 'authorizations' are valid or acceptable.
- (c) Itemized cost elements and fee (for cost reimbursable contracts); Itemized labor categories (for time and material or labor hour contracts); Description, price, and quantity of supplies and services actually delivered or rendered (for fixed price contracts, purchase orders and delivery orders).
- (d) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (e) Name, title, phone number, and complete mailing address of responsible official to whom the payment will be sent.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to the Contractor within 7 days of receipt of the invoice by the payment office.

G-3. Authority and Designation of a Contracting Officer's Technical Representative (COTR) (B) (APR 1999)

(b)(3)

- (a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated representative is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the contract.

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(b) Designation: The individual identified below is authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

NAME:

(b)(3)

(c) Notification: **The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract.** Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

G-4. Government Property (Nonscheduled) (AUG 1996)

(b)(3)

(a) The following clause is incorporated by reference

[X] 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts.) – ALT 1 (AUG 1996)

(b) Under the FAR clause reference above, the Government shall deliver to the Contractor the property identified in the attached **Statement of Work**, for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer, in the quantities and at the times specified.

(c) The Contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

(d) When deemed necessary, a representative of the Contracting Officer will be present to inspect the condition of the property prior to packaging thereof for return to the Government. In order to accommodate this inspection requirement, the Contractor shall provide the Contracting Officer with at least 24 hours' prior notice so that personnel may be assigned for these examinations.

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(e) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(f) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

G-5. Administration by Government Personnel (AUG 1996)

(b)(3)

(a) Administration. Performance of this contract is subject to the administrative supervision and approval of the Contracting Officer or other responsible Government personnel. Unless specified elsewhere in this contract, the authority of Government personnel (other than the Contracting Officer) is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided, or work being performed to assess compliance with the scope, schedule, and technical requirements of the contract.

(b) Notification. The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to existing requirements or informal commitments which may involve a change in either the total/unit price, scope, delivery schedule/destination, legal or other aspects of this contract must be accomplished by modification of this contract/order, to be negotiated and signed by the Contracting Officer. **Consequently, should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.**

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SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1. Security Requirements - Contract Classification (JUL 1997)
(MODIFIED)**

(b)(3)

The Association of the Sponsor with the Contractor is **UNCLASSIFIED**. The work, reports and hardware are **UNCLASSIFIED**.

H-2. Non-Publicity (JUL 1997)

(b)(3)

The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for **publicity, advertisement purposes, or as a reference for new business**. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public employment advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

H-3. Usage of the Metric System of Measurement (SI) (AUG 1996)

(b)(3)

The metric system of measurement is the preferred system of weights and measures for United States trade and commerce. Each Federal agency must use the metric system of measurement in its procurements, grants and other business-related activities to the extent economically feasible.

This contract requires, unless specified otherwise, that all supplies, components, reports, documentation, or services which are designed, fabricated, assembled, delivered or performed under this contract shall utilize, to the extent necessary to be competitive in and to the extent dictated by the world marketplace, the "International System of Units" (ISU), as established by the General Conference of Weights and Measures in 1960. The ISU is also known as "System International (SI)" or "Metric System"; and it is interpreted for US usage by the Department of Commerce's "Interpretation of the International System of Units for the United States" (IISU) and supplemented for the Federal Government's usage by the General Services Administration's Federal Standard 376, "Preferred Metric Units of General Use by the Federal Government."

In the event there is a conflict between the IISU, Federal Standard 376, or the contract schedule, the order of precedence in resolving the conflict shall be the contract schedule first, followed by Federal Standard 376, the IISU, and the ISU. The versions of these documents current as of the date of contract award shall prevail.

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H-4. Incorporation of Section K, Representation Certifications, and Other Statements of Offeror (APR 1990)

(b)(3)

SECTION K which has been completed and submitted with the Contractor's proposal dated 29 May 2001 is incorporated herein by reference and made a part of this contract.

H-5. Order Of Precedence (AUG 1996)

(b)(3)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of the schedule, SOW, etc. of this contract, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, target fee, award fee or schedule extensions.

H-6. Key Personnel (AUG 1996)

(b)(3)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name:

(b)(4)

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in

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sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H-7. Payment of Contractor Travel (AUG 1996)

(b)(3)

Travel costs incurred under this contract shall not exceed the rates and amounts established under the applicable travel regulations effective at the time of travel.

H-8. Acknowledgement of Support and Disclaimer (JUL 2001)

(b)(3)

(a) Notwithstanding any other provision in this contract, the Contractor will not, without prior written approval of the Central Intelligence Agency (CIA), publish any material (including World Wide Web pages) funded in whole or in part by monies provided under this contract. The Agency, at its discretion, may preclude publication or dissemination of the material. This restriction on publication and dissemination is in addition to any obligations that the Contractor may have to protect classified information under the terms of a secrecy agreement.

(b) In cases in which the Agency permits publication or dissemination of the material, the Contractor shall include an acknowledgment of the Central Intelligence Agency's (CIA's) support in the publication of any material based on or developed under this contract, stated in the following terms: "This material is based upon work supported in whole or in part by the Central Intelligence Agency (CIA)."

(c) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: "Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Central Intelligence Agency (CIA)."

H-9. Contractor Performance Evaluation (JAN 1997)

(b)(3)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) interim evaluations may be conducted at the Government's discretion.

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(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the contracting officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall have a maximum of 45 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. "Day" shall mean calendar day, except that the period will run until a day that is not a Saturday, Sunday or legal holiday. The Government shall consider rebuttals and other information provided by the Contractor and shall render a final determination regarding the Contractor's performance during that period of the evaluation.

H-10. Limitation of Working Groups (AUG 1996)

(b)(3)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Such direction may only be given to the Contractor by the Contracting Officer in writing through the "Changes" clause of the contract

H-11. Engineering Change Proposals (JUL 2001)

(b)(3)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

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(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

SECTION I - CONTRACT CLAUSES

I-1. 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 address: <http://www.arnet.gov/far/>

52.202-1	Definitions.	MAY 2001
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997

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52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data -- Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	MAR 2000
52.216-11	Cost Contract - No Fee. -- Alternate I	APR 1984
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-9	Small Business Subcontracting Plan.	OCT 2000
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
52.222-2	Payment for Overtime Premiums.	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999

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52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	OCT 2000
52.225-1	Buy American Act--Balance of Payments Program--Supplies.	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases.	JUL 2000
52.225-16	Sanctioned European Union Country Services.	FEB 2000
52.227-01	Authorization and Consent (Alt 1)	JUL 1995
52.227-02	Notice and Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights - Retention by the Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data - ALT III.	JUN 1987
52.227-16	Additional Data Requirements.	JUN 1987
52.227-19	Commercial Computer Software - Retention Rights	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.230-5	Cost Accounting Standards - Educational Institution.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	MAY 2001
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award -- Alternate I.	AUG 1996

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52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.243-2	Changes - Cost-Reimbursement-- Alternate V.	AUG 1987
52.244-2	Subcontracts. Alternate I	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.246-23	Limitation of Liability.	FEB 1997
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	SEP 1996
52.249-14	Excusable Delays.	APR 1984

I-2. 52.203-7 Anti-Kickback Procedures. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

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"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the

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Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

I-3. 52.222-26 Equal Opportunity. (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and

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(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR Part 60-1.1.

I-4. 52.232-34 Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration. (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either --

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the Contracting Officer. **In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Contracting Officer.**

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(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

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- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per

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contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**I-5. 52.244-6 Subcontracts for Commercial Items and Commercial Components.
(MAY 2001)**

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

Commercial item has the meaning contained in the clause at 52.202-1, Definitions. Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

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(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

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

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

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

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

I-6. Compliance With the Constitution and Statutes of the United States (AUG 1996)

(b)(3)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I-7. Organizational Conflict of Interest (AUG 1996)

(b)(3)

(a) If the Contractor is aware of any information bearing on any existing or potential organizational conflict of interest, it shall provide a disclosure statement which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have an existing or potential organizational conflict of interest.

(b) Contractors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a conflict exists or may occur, he shall advise the Contractor and take appropriate steps to avoid or otherwise resolve the conflict through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

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I-8. Audit and Records - Negotiation (AUG 1996)

(b)(3)

(a) The appropriate audit representative of the United States, the Contracting Officer or an authorized representative of the Contracting Officer shall, until three years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), have access to and the right to examine any of the Contractor's books, documents, progress or other records involving transactions directly related to this contract.

(b) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (b), in all subcontracts under this contract that exceed \$50,000, and:

(1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; or

(2) for which cost or pricing data are required.

(c) The period of audit and examination in paragraph (a) of this clause shall be extended until resolution of any disputes or litigation arising under or related to this contract, and until settlement of any questioned costs.

I-9. Timely Notice Of Litigation (AUG 1996)

(b)(3)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

I-10. Equal Employment Opportunity (JUNE 1999)

(b)(3)

(a) The Contractor shall comply with all applicable federal and state equal employment opportunity laws and regulations and Agency policies and practices with

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respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor at no cost to the Government shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the following.

- (i) The Contractor's receipt of a claim;
- (ii) made by a Contractor employee;
- (iii) alleging any violation of an equal employment opportunity requirement;
 - (1) connected to performance of this contract or;
 - (2) connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime Contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I-11.

Contract Work Hours and Safety Standards Act--Overtime Compensation (AUG 1996)

(b)(3)

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (the Act), is subject to the following terms

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and all other applicable provisions and exceptions of the Act and the regulations of the Secretary of Labor.

(a) **Overtime Requirements.** A Contractor or Subcontractor shall not require or permit any laborer or mechanic to work in excess of 40 hours in any workweek, on any part of the contract work subject to the Act, unless the laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation, Liability for Unpaid Wages, and Liquidated Damages.**

If the terms of paragraph (a) above are violated, the Contractor and any Subcontractor responsible for the violation shall be liable for the unpaid wages. In addition, the Contractor and Subcontractor shall be liable to the United States for liquidated damages. These damages are computed for each individual laborer or mechanic at \$10 for each calendar day on which the employee was required or permitted to be employed in violation of paragraph (a) above.

(c) **Withholding for Unpaid Wages and Liquidated Damages.** The Contracting Officer may upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold from any moneys payable on account of work performed by the Contractor or Subcontractor, such amounts as may be determined to be necessary to satisfy any liabilities of the Contractor or Subcontractor for unpaid wages and liquidated damages as provided in paragraph (b) above.

(d) **Subcontracts.** The Contractor and Subcontractor shall insert paragraphs (a) through (d) of this clause in all subcontracts exceeding \$50,000.

(e) **Records.** The Contractor shall maintain payroll records containing the information specified in 29 C.F.R. 516.2(a). These records shall be preserved for 3 years from contract completion. The Contractor will make the records available for inspection by authorized representatives of the Contracting Officer.

I-12.

Hazardous Waste Liability and Indemnification. (MAY 1994)

(b)(3)

Upon receipt of hazardous waste the Contractor agrees to indemnify and hold the Government harmless from any and all financial responsibility arising from pollution liability and/or pollution-related damages, costs, claims, demands and expenses, including but not limited to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, provided that the liability, damages, loss or claim does not result from the negligence of the Government or the misidentification or failure to properly identify the waste by the Government.

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I-13. Notice of Radioactive Materials (OCT 1995)

(b)(3)

(a) The Contractor shall notify the Contracting Officer or designee, in writing [] (The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.) days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, and set forth in Title 10 CFR, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcurie(s) per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall (1) be submitted in writing; (2) contain a certification that the quantity of activity, characteristics, and composition of the radioactive materials has not changed; and (3) cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcurie per gram or activity per item equals or exceeds 0.02 microcuries and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a).

I-14. Workplace Health and Safety (AUG 1996)

(b)(3)

(a) The Contractor shall comply with the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

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(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to health or safety, the Contracting Officer or the authorized representative of the Contracting Officer shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the representative of the Contractor at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration, or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime Contractor shall provide the Contracting Officer with a copy of all notifications made by the prime Contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-15. Protection of Human Subjects (AUG 1996)

(b)(3)

In the performance of this contract, the Contractor shall assume responsibility for adhering to established and accepted professional, ethical, and legal practices in the use of human subjects for research purposes. This shall include the maintenance of medical confidentiality of the individual subject's records and the maintenance of anonymity in medical data forwarded to the Government.

I-16. Technical Data - Withholding of Payment (MAY 1994) (MODIFIED)

(b)(3)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of five percent (5%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

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(b) After payments total ninety-five percent (95%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may withhold from further payment such sum as the Contracting Officer considers appropriate, unless a lesser withholding limit is specified in the contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

I-17. Tax Audits (AUG 1996)

(b)(3)

If federal, state, or local tax officials request access to information under this contract, the Contractor shall immediately notify the Contracting Officer. The Contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.