

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. DAKF27-83-C-0018		2. EFFECTIVE DATE 83 FEB 01		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. W23BFK 3018-8001		4. CERTIFIED FOR NATIONAL DEFENSE UNDER RDSA REG 2 AWD/OR DMS REG. 1. RATING:	
5. ISSUED BY DIO CONTRACTING DIVISION BLDG. 2234, AFZI-DI-C FORT GEORGE G. MEADE, MD 20755 MRS. HOWARD (301) 677-3379				6. ADMINISTERED BY (If other than block 5) <i>9/163-306 Com</i>		7. DELIVERY <input checked="" type="checkbox"/> FOR DESTINATION <input type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS DUNS No. 00-923-2752 SRI INTERNATIONAL 333 RAVENWOOD AVENUE MENLO PARK, CA 94025 (San Mateo County)				FACILITY CODE <i>FY 83 Stage II-IV 36K</i>		9. DISCOUNT FOR PROMPT PAYMENT NET	
11. SHIP TO/MARK FOR IMDSO, EWL ACCT W23BFK BLDG. T-2501 FORT GEORGE G. MEADE, MD 20755				12. PAYMENT WILL BE MADE BY FINANCE AND ACCOUNTING OFFICE ATTN: COMMERCIAL ACCTS. BLDG. 4215, WING C FORT GEORGE G. MEADE, MD 20755			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO:				<input checked="" type="checkbox"/> 10 U.S.C. 2304 (a) (10) <input type="checkbox"/> 41 U.S.C. 252 (e) ( )			
14. ACCOUNTING AND APPROPRIATION DATA 2132020 25-2034 P38000-0-2572 S18043 (385128.2CSB0) SB45							

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The following checked sections are contained in the contract

(X)	Sec.	Page	(X)	Sec.	Page
	PART I - THE SCHEDULE				
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X	F	5	X	M	
X	G				

CONFIRMATION WITH MR. DOLEN 31 JANUARY 1983

21. TOTAL AMOUNT OF CONTRACT \$ 36,000.00	
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE	
22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes 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.
23. NAME OF CONTRACTOR BY <i>James J. [Signature]</i> (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY <i>Robert W. Meachen</i> (Signature of Contracting Officer)
24. NAME AND TITLE OF SIGNER (Type or print) 25. DATE SIGNED FEB 1 1983	28. NAME OF CONTRACTING OFFICER (Type or print) RODELL W. MEACHEN, DAC 29. DATE SIGNED 22 Feb 1983

**SGFOIA2**

**Approved For Release 2001/04/02 : CIA-RDP96-00788R001500110023-0**

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PART I, Section C - DESCRIPTION/SPECIFICATIONS

C-1 Statement of work is identified by the Project entitled "Special Orientation Techniques" and will be furnished under separate cover.

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PART I, SECTION E - INSPECTION AND ACCEPTANCE

E-1 Inspection and acceptance of the services shall be accomplished at destination by LTC Robert J. Jachim.

E-2 INSPECTION OF SERVICES (1971 NOV) DAR 7-1902.4

(a) All services (which term throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the Government, to the extent practicable at all times and places during the term of the contract. All inspections by the Government shall be made in such a manner as not to unduly delay the work.

(b) If any services performed hereunder are not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Government shall have the right to (i) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (ii) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails promptly to perform the services again or to take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government shall have the right to either (i) by contract or otherwise have the services performed in conformity with the contract requirements and charge to the Contractor any cost occasioned to the Government that is directly related to the performance of such services; or (ii) terminate this contract for default as provided in the clause of this contract entitled "Default."

(c) The contractor shall provide and maintain an inspection system acceptable to the Government covering the services to be performed hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the term of this contract and for such longer period as may be specified elsewhere in this contract.

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PART I, SECTION F - DELIVERIES OR PERFORMANCE

F-1 CONTRACT PERIOD

Any contract awarded as a result of proposals submitted under this Request for Proposals shall extend from 1 Feb 83 or date of contract award, whichever is later, through 30 Sep 83, both dates inclusive, unless sooner terminated under the terms of the contract.

PART I, SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract administration will be retained by the Contracting Office.

G-2 Invoices shall be addressed to the following office responsible for receipt of service: IMDSO,  
Bldg T-2501  
Ft Meade, MD 20755

PART I, SECTION H - SPECIAL PROVISIONS

H-1 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL:

(a) The contractor will not accept any instruction issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative acting within the limits of his authority. Contracting Officer's representative will be so designated in writing to the contractor, and the scope of his authority will be set forth therein.

(b) No information, other than that which may be contained in an authorized amendment to this contract duly issued by the Contracting Officer, which may be received from any person employed by the U.S. Government or otherwise will be considered as grounds for deviation from any stipulations of the contract or referenced drawings and/or specifications herein.

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H-2 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE  
ADJUSTMENT (MULTI-YEAR AND OPTION CONTRACTS)(1979 SEP)

(a) The Contractor warrants that the prices set forth in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(b) The minimum prevailing wage determination, including fringe benefits, issued pursuant to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq ), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current at the beginning of each renewal option period, shall apply to any renewal of this contract. When no such determination has been made as applied to this contract, then the Federal minimum wage, as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et seq.), current at the beginning of each renewal option period, shall apply to any renewal of this contract.

(c) When, as a result of the (i) Department of Labor determination of minimum prevailing wages and fringe benefits applicable at the beginning of the renewal option period, or (ii) an increased or decreased wage determination otherwise applied to the contract by operation of law, or (iii) an amendment to the Fair Labor Standards Act enacted subsequent to award of this contract, affecting the minimum wage, which becomes applicable to this contract under law, the Contractor increases or decreases wages or fringe benefits of employees working on this contract to comply therewith, the contract price or contract unit price labor rates will be adjusted to reflect such increases or decreases. Any such adjustment will be limited to increases or decreases in wages or fringe benefits as described above, and the concomitant increases or decreases in social security and unemployment taxes and workmen's compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profits.

(d) The Contractor shall notify the Contracting Officer of any increases claimed under this clause within thirty (30) days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. In the case of any decrease under this clause, the Contractor shall promptly notify the Contracting Officer of such decrease but nothing herein shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any other relevant data in support thereof, which may reasonably be required by the Contracting Officer. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. Pending agreement on or determination of, any such adjustment and its effective date, the Contractor shall continue performance.

(e) The Contracting Officer or his authorized representative shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor.

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H-3 INSURANCE (1977 JAN) DAR 7-104.65

- (a) The Contractor shall at his own expense procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth in the Schedule.
- (b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.
- (c) The Contractor shall also require all first-tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required by the Schedule during the entire period of their performance. The Contractor shall furnish (or assure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of (b) above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

SCHEDULE

- (1) Workmen's Compensation Coverage to comply with statutory requirements of the State of Maryland.
- (2) General Liability Insurance:  
Bodily Injury: \$300,000.00 Per Occurrence
- (3) Automobile Liability Insurance:  
Bodily Injury: \$100,000.00 Per Person  
\$300,000.00 Per Occurrence  
Property Damage: \$ 10,000.00 Per Occurrence

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PART II - GENERAL PROVISIONSSECTION I - GENERAL PROVISIONS

I-1 The following Defense Acquisition Regulation clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text:

<u>CLAUSE NUMBER</u>	<u>DAR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
1.	7-103.1	Definitions	1979 MAR
2.	7-103.3	Extras	1949 JUL
3.	7-103.7	Payments	1958 JAN
4.	7-103.8	Assignment of Claims	1962 FEB
5.	7-103.10(a)	Federal, State and Local Taxes	1971 NOV
6.	7-103.11	Default	1969 AUG
7.	7-103.16(a)	Contract Work Hours and Safety Standards Act- Overtime Compensation	1971 NOV
8.	7-103.18(a)	Equal Opportunity	1978 SEP
9.	7-103.19	Officials Not to Benefit	1949 JUL
10.	7-103.20	Covenant Against Contingent Fees	1958 JAN
11.	7-103.21	Termination for Convenience of the Government	1974 OCT
12.	7-103.22(b)	Authorization and Consent	1964 MAR
13.	7-103.23	Notice and Assistance Regarding Patent and Copyright Infringement	1965 JAN
14.	7-103.26	Pricing of Adjustments	1970 JUL
15.	7-103.27	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	1976 JUL
16.	7-103.28	Affirmative Action for Handicapped Workers	1976 MAY
17.	7-104.14(a)	Utilization of Small Business and Small Disadvantaged Business Concerns	1980 AUG
18.	7-104.15	Examination of Records by Comptroller General	1975 JUN
19.	7-104.16	Gratuities	1952 MAR
20.	7-104.17	Convict Labor	1975 OCT
21.	7-104.20(a)	Utilization of Labor Surplus Area Concerns	1981 MAY
22.	7-104.22	Equal Opportunity Pre-Award Clearance of Subcontracts	1971 OCT
23.	7-104.23(a)	Subcontracts	1979 MAR
24.	7-104.39	Interest	1972 MAY
25.	7-104.52	Utilization of Women-Owned Business Concerns (Over \$10,000)	1980 AUG
26.	7-1903.41(a)	Service Contract Act of 1965 (as amended)	1979 SEP
27.	7-1905(c)	Fair Labor Standards Act and Service Contract Act-Price Adjustment	1979 SEP
29.	7-103.10(b)	Federal, State and Local Taxes	1960 JUL
32.	7-104.20(b)	Labor Surplus Area Subcontracting Program	1978 JUN
36.	7-104.41(a)	Audit by Department of Defense	1978 AUG
39.	7-104.63	Protection of Government Building, Equipment and Vegetation	1968 FEB



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I-2 CHANGES (1971 NOV) DAR 7-1902.2

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I-3 MOBILIZATION AND OTHER CONTINGENCY PLANNING

- a. The attention of the contractor is invited to the clause in the General Provisions entitled "CHANGES". This clause permits the Contracting Office to make changes within the general scope of the contract to include the definition of services, and place and time of performance.
- b. Among the circumstances in which the provisions of this clause may be invoked is a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance. In the event of either eventuality, the contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands may well require increases in contractor furnished property, as well as extended work hours and expansion of the contract workforce.
- c. To insure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expend its contract capabilities to meet the exigency.

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I-4 DISPUTES DAR 7-103.12 (1980 JUN)

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a matter of right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. However, a written demand by the contractor seeking the payment of money in excess of \$50,000 is not a claim until certified in accordance with (d) below.

(ii) A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently disputed either as to liability or amount or not acted upon in a reasonable time, it may be converted to a claim pursuant to the Act by complying with the submission and certification requirements of this clause.

(iii) A claim by the contractor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the contractor shall be subject to a decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable. The certification shall be executed by the contractor if an individual. When the contractor is not an individual, the certification shall be executed by a senior company official in charge at the contractor's plant or location involved, or by an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor certified claims in excess of \$50,000 the Contracting Officer must decide the claim within 60 days or notify the contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) Interest on the amount found due on a contractor claim shall be paid from the date the contracting officer receives the claim, or from the date payment otherwise would be due, if such date is later, until the date of payment.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any

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PART III, SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J-1 The following documents, attachments and exhibits make up this solicitation:

Standard Form 26, July 77, Award Contract, section A thru L - pages 1 through 22 inclusive.

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS

REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that:

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He  is,  is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder  will,  will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

He  is,  is not, a minority business enterprise. A minority business enterprise is defined as a business enterprise, at least 51 percent of which is owned by minority members or, in case of public utility business, at least 51 percent of the ownership which is owned by minority group members. For the purpose of this definition, minority group members are Negroes, Puerto Rican speaking American persons, American-Orientals, American Indians, American Eskimos, and American-Natives.

3. REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a  regular dealer in  manufacturer of, the supplies offered. N/A

4. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He  has,  has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he  has,  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

5. TYPE OF BUSINESS ORGANIZATION

He operates as  an individual,  a partnership,  a nonprofit organization,  a corporation, incorporated under the laws of the State of California.

6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He  is,  is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (Include ZIP code)

IC) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A)	OFFEROR'S E.I. NO. 94-1160950	PARENT COMPANY'S E.I. NO.
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7. EQUAL OPPORTUNITY

(a) He  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he  has,  has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks)

1. BUY AMERICAN CERTIFICATE

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

EXCLUDED END PRODUCTS None	COUNTRY OF ORIGIN
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K-5 CONTRACTOR'S SIGNATURE

(a) Contracts with individuals. A contract with an individual shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by that individual and will ordinarily take the following form.

JOHN DOE .....SIGNED  
JOHN DOE, an individual doing business as  
JOHN DOE COMPANY

(b) Contracts With Partnerships. Contracts entered into with partnerships shall be executed in the partnership name. The contract need be signed by only one partner provided the authority of the particular partner to bind the partnership has been established.

(c) Contracts With Corporations. Contracts with corporations shall be executed in the corporate name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity.

(d) Contracts with Joint Venturers. Contracts with joint venturers may involve a corporation and a partnership, a partnership and an individual, or other combination. In these cases the contract shall be signed by each participant in the joint venture in the manner indicated above for each type of participant.

(e) Signature of Agents. When the contractual document is to be signed by an agent, other than as stated above, the fact of the agency must be clearly established by evidence satisfactory to the Contracting Officer.

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K-6 AFFILIATED BIDDERS (1974 APR) DAR 7-2003.12

(a) Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both.

(b) Each bidder shall submit with his bid an affidavit containing information as follows:

- (i) whether the bidder has any affiliates
- (ii) the names and addresses of all affiliates of the bidder; and
- (iii) the names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of his affiliates, and whether as common officers, directors, stockholders holding controlling interest, or otherwise.

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PLACE OF CONTRACTOR PERFORMANCE/ADMINISTRATION:

A. Each offeror shall state below the place where the contract will be administered.

NAME AND FULL ADDRESS

SRI International

333 Ravenswood Ave.

Menlo Park, CA 94025

B. Names and addresses of owners and operators of above, if other than offeror.

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REMITTANCE ADDRESS: Indicate below the address to which payment should be mailed, if such address is different from that shown for the offeror:

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AFFIRMATIVE ACTION COMPLIANCE (1979 SEP) DAR 7-2003.14(b)(2)

The bidder (or offeror) represents that (1) he (  ) 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 (2) he (  ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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K-10 SMALL DISADVANTAGED BUSINESS CONCERN (1980 AUG) DAR 7-2003.74

(a) The offeror represents that he ( ) is, (X) is not, a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" means a small business concern:

(1) that is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially or economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more such individuals.

(b) The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (i.e. American Indians, Eskimos, Aleuts, and native Hawaiians), Asian-Pacific Americans (i.e., U. S. citizens whose origins are from Japan, China, the Philippines, Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), and other minorities or any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.



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K-11 WOMEN-OWNED BUSINESS (1981 JUL) DAR 7-2003.80

The offeror represents that the firm submitting this offer ( ) is, ( ) is not, a women-owned business. A "women-owned business" is a business that (i) is at least 51 percent owned by a woman or women who are U. S. citizens and who also control and operate the business; and (ii) is a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

K-12 PERCENT FOREIGN CONTENT (1978 SEP) DAR 7-2003.81

Approximately -0- percent of the proposed contract price represents foreign content or effort.

K-13 HANDICAPPED ORGANIZATIONS (1981 SEP) (DAR 7-2003.91)

The Offeror certifies that it is [ ] is not [ ] an organization eligible for assistance under section 7(h) of the Small Business Act (15 USC 636). An Offeror certifying in the affirmative is eligible to participate in any resultant contract hereunder or any part thereof as if he were a small business concern as elsewhere defined in the solicitation. An organization to be eligible under section 7(h) of the Small Business Act must be one (i) organized under the laws of the United States or any state; (ii) operated in the interest of handicapped individuals; (iii) the net income of which does not inure in whole or part to the benefit of any shareholder or other individual; (iv) that complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; (v) that, during the fiscal year in which it bids upon a set-aside, employs handicapped individuals for not less than 75 percent of the man-hours required for the production or provision of commodities or services; and (vi) that can qualify under the additional criteria prescribed in Section 118.11, SBA Rules and Regulations, 13 CFR 118.11. For purposes of this clause, the term "handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

**1. DEFINITIONS.**

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

**2. PREPARATION OF OFFERS.**

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

**5. SUBMISSION OF OFFERS.**

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

**7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.**

(a) The date of receipt at the office designated in the solicitation after the exact time specified for receipt shall be the date of receipt, whether by registered or certified mail or otherwise.

(1) It is the only acceptable evidence to establish:

submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier; or

(2) It was sent by mail or telegram if authorized, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The date of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered and may be accepted.

**8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the time specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's receipt or being and final offer, is subject to the same conditions as in (a) of this provision.

(c) Any modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The date of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposal, modification of proposals and withdrawal of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

**9. DISCOUNTS.**

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not specified in the evaluation of offers.

(b) The alternate late proposal, modification of proposals and withdrawal of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

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- L-20 SERVICE CONTRACT ACT WAGE DETERMINATIONS BY THE SECRETARY OF LABOR  
No Wage Determination applicable to this contract.
- L-21 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DESCRIPTIONS (1977 JUN)  
DAR 7-2003.8  
Specifications, standards and descriptions cited in this solicitation are available as indicated below:  
(a) Unclassified Federal Military and Other Specifications and Standards (Excluding Commercial), and Data Item Descriptions. Submit request on DD Form 1425 (Specifications and Standards Requisition) to:

Commanding Officer  
U.S. Naval Publications and Forms Center  
5801 Tabor Avenue  
Philadelphia, Pennsylvania 19120.

The Acquisition Management Systems and Data Requirements Control List, DOD Directive 5000.19L, Volume II, may be ordered on the DD Form 1425. The Department of Defense Index of Specifications and Standards (DODISS) may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., 20402. When requesting a specification or standard, the request shall indicate the title, number, date and any applicable amendment thereto by number and date. When requesting a data item description, the request shall cite the applicable data item number set forth in the solicitation. When DD Form 1425 is not available, the request may be submitted in letter form, giving the same information as listed above, and the solicitation or contract number involved. Such requests may also be made to the activity by TELEX No. 83428, Western Union No. 710-670-1685, or telephone (area code 215-697-3321) in case of urgency.

(b) Commercial Specifications, Standards and Descriptions. These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers.