

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See BLOCK 16C	1	2
6. ISSUED BY CODE COMMANDING GENERAL MARCORSYSCOM ATTN: A/C Contracts - LEK 2200 LESTER STREET QUANTICO, VA 22134-6050 Email: kerrle@mcsc.usmc.mil (703) 432-4189		4. REQUISITION/PURCHASE REQ. NO. M9545004RCR4ED5	5. PROJECT NO. (If applicable)	
7. ADMINISTERED BY (if other than item 6) CODE DCMC SYRACUSE 615 ERIE BLVD., WEST SYRACUSE, NY 13204-2408		S3306A		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENSIS CORPORATION 5793 WIDEWATERS PARKWAY DEWITT, NY 13214 (315) 445-0550 TIN: 22-2629993 DUNS: 151375359		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 1EG52 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-04-C-2004	
			10B. DATED (SEE ITEM 13) 12 November 2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers () is extended, () is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. Accounting and Appropriation Data (if required) AB 1741319 M6ED 250 67854 067443 2D C1824J 00004RCR4ED5 \$29,970.27				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT; FAR 43.103(a)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return <u>1</u> copies to the issuing office.				
<p>The purpose of this modification is to exercise Option CLIN 0002. Option CLIN 0002 is hereby exercised. All references to the word "option" with regard to this CLIN are deleted. Work performed under CLIN 0002 shall be accomplished in accordance with the Phase I Option Tasks included at Attachment (1). Funds in the amount of \$29,970.27 are provided (see Block 12 above). As a result of this modification, total funding available is increased by \$29,970.27 from \$69,863.00 to \$99,833.27.</p> <p style="text-align: center;">SEE PAGE 2</p>				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Kim K Warriner - Contracts Admin</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LEE E. KERR UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR <i>Kim K Warriner</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>5/21/04</i>		16B. UNITED STATES OF AMERICA BY <i>Lee E. Kerr</i> (Signature of Contracting Officer)
				16C. DATE SIGNED <i>5/24/04</i>

**Multi-Band Air Defense/Air Search Radar
SBIR Topic N03-164
Contract No. M67854-04-C-2004**

**Sensis Corporation
5793 Widewaters Parkway
Dewitt, New York 13214**

Phase I Option: Tasks

1. System Weight Estimates

(b)(4)

2. System Growth Assessment

(b)(4)

3. T/R Building Block Housing Proof-of-Concept

(b)(4)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED → ORDER UNDER DPAS (15 CFR 350)		RATING S-1	PAGE 1 OF 17
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-04-C-2004		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. M9545003RCR3EH3	
5. ISSUED CODE M67854 COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 Buyer: Ms. Lee E. Kerr, (703) 432-4189 Kerr.L@mcsc.nmcc.mil		6. ADMINISTERED BY (If Other than 5) CODE S3306A DCMA SYRACUSE 615 ERIE BLVD., WEST SUITE 300 SYRACUSE, NY 13204-2108			
7. NAME AND ADDRESS OF CONTRACTOR (No. Suit. Cty. County, Sta. and ZIP Code) SENSIS CORPORATION 5793 WIDEWATERS PARKWAY DEWITT, NY 13214 DUNS: 151375359 TIN: 22-2629993				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ↓	
CODE 110032		FACILITY CODE			
11. SHIP TO/MARK FOR CODE SEE SECTION F		12. PAYMENT WILL BE MADE BY CODE 1100337 DFAS - COLUMBUS CENTER NORTH ENTITLEMENTS OPERATIONS P.O. BOX 182266 Phone: 800-756 4571 COLUMBUS, OH 43218-2266 Fax: 614-693-6260/9041			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G	
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE PAGE 2				
15G. TOTAL AMOUNT OF CONTRACT					\$ 69,863.00
16. TABLE OF CONTENTS					
SEC	DESCRIPTION	PAGES	SEC	DESCRIPTION	PAGES
	PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES	
✓ A	SOLICITATION CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	2
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	1		PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
✓ C	DESCRIPTIONS OF CS/WORK STATEMENT	3	✓ J	LIST OF ATTACHMENTS	1
✓ D	PACKAGING AND MARKING	1		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
✓ E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERIES OR PERFORMANCE	2	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	3	M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	2			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy 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) the award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference thereto. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes 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) the award contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) <i>Kerr L. Whelan - Administrator</i>			20A. NAME OF CONTRACTING OFFICER LEE E. KERR		
19B. NAME OF CONTRACTOR <i>Kerr L. Whelan</i>		19C. DATE SIGNED <i>11/11/2003</i>	20B. UNITED STATES OF AMERICA <i>Lee E. Kerr</i>		20C. DATE SIGNED NOV 12 2003
			(Signature of Contracting Officer)		

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Perform research in accordance with SBIR Phase I proposal entitled "Mutli-Band Air Defense/Air Search Radar" dated 14 August 2003 in response to SBIR Topic No. N03-164. All reports submitted shall be in accordance with Section C.				
0001AA	Monthly Progress Report	5	Ea.	\$9,980.48	\$49,902.40
0001AB	Six Month Program Review	1	Ea.	\$9,980.48	\$9,980.48
0001AC	Final/Summary Report (s)	1	Ea.	\$9,980.12	\$9,980.12
TOTAL					\$69,863.00

OPTION CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0002	Preliminary Work for Phase II under SBIR Topic N03-164 entitled "Mutli-Band Air Defense/Air Search Radar" To be funded if option is exercised.				
0002AA	Monthly Progress Report	2	Ea.	\$9,990.09	\$19,980.18
0002AB	Initiation Results Report	1	Ea.	\$9,990.09	\$9,990.09
OPTION TOTAL					\$29,970.27

TOTAL CONTRACT VALUE (INCLUDING OPTIONS):

\$99,833.27

SECTION C - STATEMENT OF WORK

C.1 PERFORMANCE

Contractor shall perform the effort described in its proposal entitled Multi-Band Air Defense/Air Search Radar, dated 14 August 2003, submitted in response to the DOD Program Solicitation, SBIR Topic N03-164. The technical volume of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of this contract, as if included in full text herein. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving preference in the following order: (i) the contract (excluding the technical proposal); and (ii) the technical proposal.

C.2 REPORTS

The contractor shall submit the following reports in accordance with the delivery schedule as set forth in Section F.

(a) **Monthly Progress Report:** The contractor shall provide electronic copies of this report to the MARCORSYSCOM SBIR Program Manager, Contracting Officer and Technical POC. The content shall include the following information.

(1) The work accomplished on the project during the reporting period, including theoretical studies conducted, results of these studies, and how they apply to the project. This discussion shall be broken down by functional components in the same manner as is done on program charts or other reports required.

(2) A summary of the status of the project including: statement(s) as to whether the work is on schedule and if not, efforts planned to meet the schedule.

- | | |
|--------------------|---------------------------------------------------|
| a. Funding Profile | b. Schedule (on schedule or not) |
| c. Quad Charts | d. Technical Write up/Graphs/drawings/photographs |

(3) Information that may cause a significant change in the work schedule and efforts to meet the schedule.

(4) Status of the study for the period of time covered by the report.

(b) **Final Report:** The contractor shall provide one electronic copy of this report containing detailed information of the work accomplished during the six month effort to the MCSC SBIR Program Manager Project and Officer, and one copy to the Defense Technical Information Center. In addition, the contractor shall provide an electronic reproducible copy of the final report in Microsoft Word 2000 compatible. Graphics packages used to create figures, tables, or charts shall be viewable with Microsoft Office Suite.

(1) **SF298:** A completed SF298, "Report Documentation Page", will be used as the first page of the report.

(a) **Block 12A (Distribution/Availability Statement).** Must contain one of the following statements:

1. Approved for public release; distribution unlimited: or
2. Distribution authorized to U.S. Government Agencies only; contains proprietary information.

(b) Block 13 (Abstract). Must include as the first sentence, "Report developed under SBIR contract." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results and the potential applications of the effort. Since the abstract will be published by the DoD, it must not contain any proprietary or classified data.

(c) Block 14 (Subject Terms). Must include the term "SBIR Report".

(c) **Summary:** The contractor is required to deliver a summary of the Final Report to the Navy SBIR/STTR Web page at <http://www.navysbir.brtrc.com>. Select "Submission" then select "Submit a Phase I or Phase II Summary Report;" and follow the directions. The report shall not exceed 750 words and shall be a non-proprietary summary of the Phase I results and should include potential applications and benefits.

(b) **Phase I Final Brief:** The contractor shall provide a Phase I briefing to the SBIR Program Manager (PM) and the Technical Point of Contact (TPOC) at the completion of Phase I. The briefing shall be prepared in Microsoft Project. A draft copy of the briefing shall be provided to the SBIR PM and the TPOC via E-mail, 10 days prior to the briefing. One (1) electronic copy of the briefing on a Compact Disc (CD) shall be provided to the SBIR PM and the TPOC at the time of the briefing. The briefing shall not last more than 60 minutes and shall be limited to 25 briefing slides/charts. The date/time and location of the briefing will be designated by the SBIR PM. The briefing shall address the technical and programmatic matters and the commercialization plan. The following are definitions:

Technical Matters: The contractor shall present the technical accomplishments achieved during the Phase I basic contract. Technical discussions and related data shall be limited to only that which is necessary to demonstrate that the technical objectives for Phase I have been met. A detailed technical review is not desired and is more appropriately delivered via the Phase I Final Report.

Programmatic Matters: The following programmatic matters shall be addressed in the briefing:

Schedule: The schedule shall be presented in Microsoft Project or other suitable software identifying milestones and events throughout Phase I. Milestones and events will show work performed and the beginning and end of tasks and events.

Phase I, Option 1: The specific objectives for an Option effort shall be presented.

Phase II: A 5-page overview of what will be accomplished during a Phase II effort shall be presented. (This plan along with the Phase I final report will be used to decide whether or not a full Phase II proposal will be requested). Information for 5-page overview (website:<http://www.navysbir.brtrc.com/5page.html>).

Issues: Issues, if any, related to subjects such as cost, schedule, technical performance, subcontractors, Government Furnished Equipment (GFE), commercialization, etc. shall be addressed.

Commercialization Plan: The contractor shall summarize efforts to commercialize the technology. In this regard, commercialization is identified in two areas.

Commercial Market: The contractor shall demonstrate its' ability to introduce the technology as a whole or a derivative to the commercial market. Identify commercial firms, investors, etc. that have demonstrated interest in the technology.

Military Applications: the contractor shall demonstrate the ability to introduce the technology as a whole or a derivative to DoD agencies. Identify DoD agencies that have demonstrated interest in the technology.

C.3 OPTION

This option allows the contractor to further the research and development effort of the Phase I study, permitting preparatory work relative to a Phase II endeavor. (Note: this option does not obligate the Government to award a Phase II contract). If Option CLIN 0002 is exercised, the contractor is required to provide two monthly progress reports and one final report summarizing the effort accomplished to initiate Phase II.

SECTION D - PACKAGING AND MARKING

D.1 PREPARATION FOR SHIPMENT

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

D.2 MARKING OF CONTRACTOR REPORTS

The Contractor shall prominently display on the cover of the final report the following information:

- (a) Name and business address of contractor.
- (b) Contract number.
- (c) SBIR Topic Number and Topic Name.
- (d) Government Technical Point of Contact (TPOC) name, code, activity and e-mail address.
- (e) Sponsor (if identified in Section G).
- (f) Contracting Office. Marine Corps Systems Command, Contracts Directorate, 2200 Lester Street, Quantico, VA, 22134-6050.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>
Note: Clauses preceded beginning with 252 are Defense Federal Acquisition Supplement (DFARS) clauses and may be accessed electronically at the same address.

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

E.2 INSPECTION AND ACCEPTANCE TERMS

Inspection and acceptance of all work performed and/or delivered under this contract shall be accomplished at destination by the MARCORSYSCOM SBIR Program Manager or his duly authorized representative.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>
Note: Clauses preceded beginning with 252 are Defense Federal Acquisition Supplement (DFARS) clauses and may be accessed electronically at the same address.

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

F.2 DISTRIBUTION OF REPORTS**a. CLINs 0001AA-AC and Option CLINs 0002AA-AB**

One copy of each report identified under CLINs 0001AA-0001AC and Option CLINs 0002AA-0002AB shall be delivered to the following addresses:

Commanding General
Marine Corps Systems Command
Attn: Technology Transition Office
MARCORSYSCOM SBIR Program Office
(Mr. James E. Johnson)
2200 Lester Street
Quantico, VA 22134-6050
Email: sbiradmin@mesc.usmc.mil

Commanding General
Marine Corps Systems Command
Attn: LtCol Steven R
MARCORSYSCOM SBIR Program Office
(Mr. James E. Johnson)
2200 Lester Street
Quantico, VA 22134-6050
Email: sbiradmin@mesc.usmc.mil

b. CLIN 0001AC

In addition to the two addresses identified above, one copy of the report identified under CLIN 0001AC shall be delivered to the following address:

Defense Technical Information Center
ATTN: Document Acquisition
8725 John J. Kingman Road, Suite 0944
Ft. Belvoir, VA 22060-6218

A summary of the final report shall be posted to the following DoD SBIR/STTR web page:

<http://acq.osd.mil/sadbu/sbir> and <http://www.navysbir.brtrc.com>

F.3 DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB
0001				
0001AA	Every 30 DAYS from effective date of contract	Ea	5	Dest.
0001AB	150 DAYS from effective date of contract	Ea	1	Dest.
0001AC	180 DAYS from effective date of contract	Ea	1	Dest.
Option 0002				
0002AA	Every 30 DAYS from effective date of option exercise	Ea	2	Dest.
0002AB	90 DAYS from effective date of option exercise	Ea	1	Dest.

F.4 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify the Contracting Officer in writing, via the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

F.5 DURATION OF CONTRACT PERIOD (SBIR Phase I)

This contract shall become effective on the date of award, and shall continue for 180 days thereafter. The Government DOES NOT contemplate granting any extensions to the Phase I period of performance. To maintain programmatic schedules and to allow timely evaluation and contract award of Phase II contracts, extensions to the Phase I contract period of performance will be considered only for fully justified, extremely exceptional circumstances. The contractor acknowledges that any extension to the Phase I period of performance may preclude consideration for a Phase II contract.

The option quantity (if exercised) shall be performed from the effective date of the written modification exercising the option and continue for a period of 90 days thereafter.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's.

(d) In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

The address and telephone number of the Contracting Officer is:

Name	Ms. Lee E. Kerr
Address	Commanding General Marine Corps Systems Command Code CTQ2LK 2200 Lester Street Quantico, VA 22134-6050
Telephone	(703) 432-4189
Fax	(703) 432-3547
E-mail	kerrle@mcsc.usmc.mil

G.2 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Command is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Marine Corps Systems Command.

G.3 SPECIAL SBIR INVOICING PROCESS

(a) The DOD SBIR/STTR Program Manager and the Director, Contract Pay, DFAS, have jointly agreed that SBIR contractors may submit their invoices to the sponsoring DOD organization and the DFAS paying office by facsimile (See G.4(e)). Attachment J.1 provides a copy of this agreement.

(b) To expedite payments under this contract, invoice submission and processing shall follow the procedures outlined below.

(1) The SBIR contractor shall submit its DD250 payment voucher with monthly report electronic copies to the MARCORSYSCOM SBIR Program Manager listed in Section G.4. The SBIR contractor shall identify on the voucher that it is an "USMC SBIR" invoice and list company POC/Phone number/Fax number/E-mail on the voucher.

(2) The MARCORSYSCOM SBIR Program Manager shall complete the inspection and acceptance of the invoice.

(3) The following shall be annotated on the voucher by the SBIR Program Manager:

Date Material or Service Received: _____
 Date Inspected and Accepted: _____
 Date Invoice Received: _____
 Date Invoice Forwarded to DFAS: _____
 Signature: _____
 Name: _____
 Title: _____ Date: _____

(4) After certifying the inspection and acceptance, the MARCORSYSCOM SBIR Program Manager may then send it, by fax, to DFAS, with the hard copy to follow. DFAS will process the faxed voucher upon receipt.

(5) If DFAS discovers one or more errors in the contractor's completion of the voucher, it will note the errors on the voucher and fax it to the contractor for revision or execution of required certifications. The contractor may then revise the voucher and fax it back to DFAS for continued processing. The contractor should contact DFAS to verify receipt of the fax. Once the corrective action is conveyed to the contractor, the contractor is expected to make process changes to preclude recurrence of the same errors.

G.4 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this SBIR research project:

a. MARCORSYSCOM Contracts Directorate:

Name: Ms. Lee E. Kerr
 Address: Commanding General
 MARCORSYSCOM
 Attn: BMADS/CTQ2LK
 2200 Lester Street
 Quantico, VA 22134-6050
 Telephone: (703) 432-4189
 Fax: (703) 432-3547
 Email: kerrle@mcsc.usmc.mil

b. Technical Point of Contact (TPOC)

Name: LtCol Steven P. Jones

Address: Commanding General
MARCORSYSCOM
Attn: BMADS
2200 Lester Street
Quantico, VA 22134-6050
Telephone: (703) 432-4219
Fax: (703) 432-3547
Email: jonessp@mcsc.usmc.mil

c. MARCORSYSCOM SBIR Program Manager

Name: Mr. Jim Johnson
Address: Technology Transition Office
MARCORSYSCOM SBIR Program Office
2200 Lester Street
Quantico, VA 22134-6050
Telephone: (703) 432-3327
Fax: (703) 432-3322
Email: sbiradmin@mcsc.usmc.mil

d. Cognizant Defense Contract Management Command (ACO)

DCMC Syracuse
615 Erie Blvd., West
Suite 300
Syracuse, NY 13204-2408
Telephone: (315) 423-8594
Fax: (315) 423-8960

e. Payment Office:

DFAS Columbus Center (HQ0337)
North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2266
Telephone: (800) 756-4571
Fax: (614) 693-6260/9041

G.5 ACCOUNTING AND APPROPRIATION DATA

AA 1731319 M6ED 250 00802 067443 2D C1824J 00003RCR3EH3 \$69,863.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL PROVISIONS FOR SBIR PHASE I CONTRACTS

- (a) **Research and Analytical Work.** The contractor shall perform at least two-thirds of the research and/or analytical work under this contract unless approved in advance, in writing by the contracting officer.
- (b) **Principal Investigator Primary Employment.** The primary employment of the principal investigator shall be with the contractor during the performance of this contract. Primary employment means that more than one-half of the principal investigator's time is spent with the contractor and precludes full-time employment with another organization.
- (c) **Place of Performance.** The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.
- (d) **American-made equipment and products.** When purchasing any equipment or a product as a direct charge to the contract, the contractor shall purchase only American-made equipment and products to the extent possible in keeping with the overall purposes of the program.

H.2 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors (Bidders)) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.3 CHANGES IN KEY PERSONNEL

- (a) A partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) the hourly rates of the incumbent and the proposed substitute; and (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor

category. The same information as specified in paragraph (b) above is to be submitted with the request.

- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

H.4 INVENTION DISCLOSURES AND REPORTS

(a) In accordance with the Patent rights clause of this contract, the contractor shall submit DD Form 882, Report of Inventions and Subcontracts, along with written disclosure of inventions of the Contract Administration Office (CAO) specified in G.4(d) of the contract.

(b) The cognizant Administrative Contracting Officer (ACO) will forward such reports and disclosure directly to the address designated below for review and recommendation:

Name: Mr. Jim Johnson
Address: Technology Transition Office
MARCORSYSCOM SBIR Program Office
2200 Lester Street
Quantico, VA 22134-5010
Telephone: (703) 432-3327
Fax: (703) 432-3322
Email: sbiradmin@mesc.usmc.mil

- (c) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer (PCO).
- (d) Written clearance for the Final DD Form 882 submission must be provided directly from the above office with a copy to the PCO.

H.5 SBIR PHASE II INSTRUCTIONS

(a) A Phase II proposal can be submitted only by a Phase I awardee. Phase II proposals are NOT to be submitted unless and until the Government issues an invitation for the proposal; such invitations will be issued by letter from the Contracting Officer or SBIR Program Manager. The invitation letter will contain instructions for preparation and submission of the proposal. Invitation letters for Phase II proposals will be issued approximately 5 months after effective date of the Phase I contract; Phase II proposals will normally be due no later than 30 days after date of the invitation letter.

(b) Multiple Phase I contracts may be awarded for each SBIR topic under Solicitation 03.2. However, the Government intends to award only one (1) Phase II contract per SBIR topic. If invited, submission of a Phase II proposal shall be at no cost to the Government and does not obligate the Government to award a Phase II contract.

SECTION I - Contract Clauses**1.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>
Note: Clauses preceded beginning with 252 are Defense Federal Acquisition Supplement (DFARS) clauses and may be accessed electronically at the same address.

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	DEC 2001
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	DEC 2001
52.225-13 Dev	Restriction On Certain Foreign Purchases (Deviation)	JUN 2003
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-11	Patent Rights—Retention By the Contractor (Short Form)	JUN 1997
52.227-20	Rights in Data—SBIR Program	MAR 1994
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights in Special Works	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legend	JUN 1995
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7034	Patents—Subcontracts	APR 1984
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7011	Final Scientific or Technical Report	SPE 1999

252.242-7000 Post award Conference
252.243-7001 Pricing Of Contract Modifications

DEC 1991
DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

**I.2 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM
(MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.3 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government'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 by the Marine Corps Systems Command under Contract No. M67854-04-C-2004.

(b) 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 Marine Corps Systems Command.

SECTION J - ATTACHMENTS

<u>Attachment</u>	<u>Title</u>
J.1	MEMORANDUM FOR CONTRACTING, TECHNICAL AND PROGRAM PERSONNEL INVOLVED IN THE SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM