

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 21
-----------------------	---	-------------	--------------

2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0783	3. Effective Date 2004OCT07	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
---	--------------------------------	---

5. Issued By TACOM WARREN AMSTA-AQ-AM MARK POLLACK (586)574-7292 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: POLLACKM@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE 230 SOUTH DEARBORN STREET, ROOM 380 CHICAGO, IL 60605-1595 SCD C PAS NONE ADP PT N62880	Code N62880
--	----------------	---	----------------

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) NORTHERN ILLINOIS UNIVERSITY ADAMS HALL 327 DEKALB, IL. 60015-2860 TYPE BUSINESS: Other Educational	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified) Item To The Address Shown In: 12
Code 2H667	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS-CH CODE FP P.O. BOX 118054 CHARLESTON SC 29423-8054 Payment will be made by Electronic Funds Transfer	Code N68892
--------------------------------------	------	--	----------------

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 ACRN: AA 21 42040000046N6N7EP633005255Y S20113 W56HZV
---	--

15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
Contract Expiration Date: 2005DEC31			15G. Total Amount Of Contract \$1,680,000.00		

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	14
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	4	X	J	List of Attachments	21
X	D	Packaging and Marking	6	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	7		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	8		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	9		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	11				

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 2 signed 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.)	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) this award/contract. No further contractual document is necessary.
--	---

19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer MICHAEL L. CIONI CIONIM@TACOM.ARMY.MIL (586)574-7070
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004OCT07

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0783 MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified				
0001	<u>Supplies or Services and Prices/Costs</u> <u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified Contractor shall furnish all the supplies and services to accomplish the task specified in Section C, Scope of Work for the Rapid Optimization of Commercial Knowledge effort Total Est. Cost: \$1,680,000 Period of Performance: 14 months after contract award INSPECTION/ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative B001)				
0001AA	<u>SERVICES LINE ITEM</u> NOUN: ROCK PRON: R342C308R3 PRON AMD: 01 ACRN: AA AMS CD: 63300553D11 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 1,100,000.00				\$ 1,100,000.00

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is \$1,680,000 which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF COST.

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

The contractor may submit public vouchers bi-monthly for payment under this contract. The Paying Office shall disburse funds in accordance with the the special billing instructions at paragraph G.1 of the contract.

B.3 FUNDING

B.3.1 The Government will provide funds under this Contract covering the estimated cost on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled Limitation of Funds. It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the Contractor has reason to believe that the funds allotted to this Contract for any cited period are either insufficient or excessive for the performance of work required in that cited period, the Government shall be so notified.

B.3.2 Funding Schedule

PERIOD	AMOUNT
FY04 - Contract Award through	\$1,100,000
FY05 -	\$ 580,000
 TOTAL	 \$1,680,000

The cumulative amount obligated on this Contract is currently \$1,100,000.

*** END OF NARRATIVE B 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0783 MOD/AMD	Page 4 of 21
Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOT USED

C.2 Scope of Work and Performance Requirements

C.2.1 The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described below.

C.2.2 The scope of this effort is to reduce cost and increase efficiencies in manufacturing processes for military applications. The contractor shall perform sections C.2.3, C.2.4, and C.2.5 as individual projects, within this scope.

C.2.3 The contractor shall perform a cost benchmarking study comparing the cost of commercial heavy tracked vehicles to the cost of heavy combat vehicles. This study shall compare the business practices of commercial producers to the business practices of military system producers and focus only on common components. The components will be chosen from a wide spectrum of functionality, design, and manufacturing strategies.

C.2.3.1 The contractor, for this study, shall utilize a sample size of no less than 270 common or similar components. The statistical data shall have a 95% confidence interval, with one degree of freedom. These components shall be simple vehicle hardware components.

C.2.3.2 Based upon an analysis of the data collected, the contractor shall make recommendations on the root cause of military component vs. commercial component cost discrepancies.

C.2.3.3 The cost benchmarking study shall be completed no later than fourteen months after contract award (see CDRL A002 and Data Item Description (DID) DI-MISC-80711(T)).

C.2.4 The contractor shall recommend several production improvement process projects to pursue at the 1st Quarterly Technical review (ref. C.4.3). From that list, the COR will perform a down select to three production improvement process projects. The down select will be within two days after the 1st Quarterly Technical Review and will be based upon technology readiness and critical need for the Army.

C.2.4.1 The Contractor shall execute the selected production improvement process projects in C.2.4 following the down select by the COR. Each project shall be completed within 11 months after down select. Each production improvement process project shall follow sections C.3.1, C.3.2, and C.3.3 for all reporting.

C.2.5 The contractor shall develop, implement, and demonstrate a Virtual Supply Chain Network working within the greater Rockford, IL community. The contractor shall select, at a minimum, five organizations (Manufacturing Companies, consortiums, other Universities, etc.) to participate in this effort. To complete Virtual Supply Chain Network the contractor shall follow the outline below:

C.2.5.1 The contractor shall conduct a situational analysis for each participating organization. This consists of reviewing a participating organization's customer service processes, material management, transportation, warehousing, and inventory systems. Also, the contractor shall review participating organizations' external relationships with suppliers and customers. Finally, the contractor shall review each participating technological capabilities.

C.2.5.2 Based upon the results of the review conducted in C.2.5.1, the contractor shall look to implement lean efforts within and between individual and participating organizations. Those lean efforts shall fall along the following areas: material planning and scheduling, purchase order cycle, inbound transportation, material receipt and inspection, manufacturing processes, and custom order processing.

C.2.5.3 The contractor shall develop a performance measurement system for the Virtual Supply Chain Network. The system must provide the measurements of order fulfillment, customer satisfaction, order fulfillment lead-time, product quality, product quantity, and total costs. Additional performance measurements may be implemented at the discretion of the contractor.

C.2.5.4 To implement the Virtual Supply Chain Network, the contractor shall complete the following tasks with participating organizations and companies.

C.2.5.4.1 The contractor shall connect the EIGERLab (the EIGERLab is an NIU asset) facility and all participating companies to the local fiber optic ring.

C.2.5.4.2 The contractor shall set up the EIGERLab facility as a demonstration site for the Virtual Supply Chain Network, e-commerce software, and other partner's internet based manufacturing.

C.2.5.4.3 The contractor shall select a commercial off the shelf software system for every participating organization to use for the Virtual Supply Chain Network collaboration. This system shall allow participating companies to leverage each other to reduce manufacturing cycle costs and time; material ordering, bid quoting, and engineering services.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 21
	PIIN/SIIN W56HZV-04-C-0783	MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

C.2.5.4.4 The contractor shall train all participating organizations on how to use the selected software from section C.2.5.4.3.

C.2.5.4.5 The contractor shall demonstrate Virtual Supply Chain Network collaboration by bidding on and receiving orders to build, at a minimum, two components from the Defense Logistics Agency or any Department of Defense part need.

C.2.5.4.6 The contractor shall deliver a Scientific and Technical Report in accordance with CDRL A002) and Data Item Description (DID) DI-MISC-80711(T) detailing the lessons learned from this effort, costs variance in manufacturing compared to predicted values and the reason for any variance. The contractor shall deliver to the Government, copies of all related data, system models and technical papers for the system in SOW paragraph C.2.5.4.

C.2.5.4.7 The contractor shall complete all tasks in section C.2.5.4 within fourteen months.

C.3 Deliverables

C.3.1 The contractor shall electronically deliver a monthly Contractor's Progress, Status and Management Report (see CDRL A001 and DID DI-MGMT-80227(T)).

C.3.2 The contractor shall electronically deliver a Scientific and Technical Report (see CDRL A002 and DID DI-80711(T)).

C.3.3 The contractor shall submit task completion reports based on the schedule in section C.2.3.3, C.2.4 and C.2.5.4.6.

C.4 Meetings

C.4.1 The contractor shall host a start of work meeting at its facility within three (3) weeks after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G, and the Contract Specialist identified on page one of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist and the ACO shall be given at least fourteen (14) days' advance notice of the time, date and location of the start of work meeting.

C.4.2 The contractor shall contact the COR and the Contract Specialist via e-mail at hartat@acom.army.mil and pollackm@acom.army.mil respectively. The ACO shall also be contacted via e-mail, with the e-mail address to be provided by the government.

C.4.3 The contractor shall present quarterly technical reviews at the contractor's site. The contractor shall present the first quarterly technical review three months after contract award, with subsequent reviews every 90 days thereafter. The purpose of each technical review, which is expected to last no more than one workday, is for the contractor to present the current status of effort on the contract, to include milestones achieved, problems encountered, and solutions employed or planned to be employed. The contractor shall arrange with the COR for an appropriate date for each quarterly technical review.

C.5 Period of Performance

C.5.1 The period of performance for this contract, including the completion and submission of all reports, is 14 months from the contract award date.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0783 MOD/AMD	Page 6 of 21
---------------------------	--	----------------------------

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION D - PACKAGING AND MARKING

D.1 Packaging

D.1.1 The Contractor shall package all data deliverables under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

D.2 Marking

D.2.1 Software. The Contractor shall mark all data deliverables under this contract with this contract number, the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 21****PIIN/SIIN** W56HZV-04-C-0783**MOD/AMD****Name of Offeror or Contractor:** NORTHERN ILLINOIS UNIVERSITY

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (ALTERNATE I (APR 1984))	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
-----	------------------------	-------------------------------	----------

The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 21**

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1.1 Data

F.1.2 The delivery schedule for the data items is found on Exhibit A, The Contract Data Requirements List (DD Form 1423).

F.1.3. All data deliverables under this contract shall be delivered electronically to the email addresses specified in the Contract Data Requirements List (CDRL) DD Form 1423.

F.2 Period of Performance

F.2.1 The period of performance of this contract is 14 months from contract award.

F.3 All hardcopy documents shall be shipped FOB Destination to the following address:

U.S.Army TACOM
Attn: AMSRD-TAR-N/MS 155 (Mr. Aaron D. Hart)
6501 E. 11 Mile Road
Warren, MI 48397-5000

All other deliverables must be sent by e-mail to the following addresses unless alternative arrangements are made with the Contracting Officer's Representative:

hartatacom.army.mil, and pollackm@tacom.army.mil.

F.3.1 The contractor shall deliver the following:

Contractor's Progress, Status, and Management Report in accordance with (I/A/W) Contract Data Requirements List (CDRL) A001
Scientifica and Technical Report I/A/W CDRL A002

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ LINE AMS CD/ OBLG	JOB ORDER ACCOUNTING OBLIGATED
<u>ITEM</u> <u>MIPR</u> <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u> <u>STATION</u> <u>AMOUNT</u>
0001AA R342C308R3 AA 2 21 42040000046N6N7EP633005255Y S20113 63300553D11	42C308 W56HZV \$ 1,100,000.00
	TOTAL \$ 1,100,000.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u> <u>OBLIGATED AMOUNT</u>
Army	AA 21 42040000046N6N7EP633005255Y S20113	W56HZV \$ 1,100,000.00
		TOTAL \$ 1,100,000.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
-----	------------------------	------------------------	----------

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf

[End of clause]

* * G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS: * *

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G Contract Administration Data. The first digit of the JON represents the fiscal year.

* * G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS: * *

DFAS will make payments as billed by the contractor.

G.2 Communications:

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Aaron D. Hart, AMSRD-TAR-N, M.S. 155, (586) 573-2593
e-mail: hartd@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. John Chiappe, ONR Chicago, (312) 886-1991
e-mail: chiappj@onr.navy.mil

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0783 MOD/AMD	Page 10 of 21
Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY		

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

*** END OF NARRATIVE G 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
	(a)	The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-	
		(1) The offer exceeds \$10 million in value; and	
		(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-	
		(i) Exceeds \$500,000 in value; and	
		(ii) Could be performed inside the United States or Canada.	
	(b)	Information to be reported includes that for-	
		(1) Subcontracts;	
		(2) Purchases; and	
		(3) Intracompany transfers when transfers originate in a foreign location.	
	(c)	The offeror shall submit the report using-	
		(1) DD Form 2139, Report of Contract Performance Outside the United States; or	
		(2) A computer-generated report that contains all information required by DD Form 2139.	
	(d)	The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.	
		(End of provision)	

H-14 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-15 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 12 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-16 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-17 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0783 MOD/AMD	Page 13 of 21
---------------------------	--	----------------------

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2 (ALT II)	AUDIT AND RECORDS - NEGOTIATION (ALTERNATE II--APR 1998)	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.216-7	ALLOWABLE COST AND PAYMENT note: Delete from paragraph (a) the words SUBPART 31.2 and substitute SUBPART 31.3	DEC/2002
I-17	52.216-11	COST CONTRACT--NO FEE (ALTERNATE I (1984 APR))	APR/1984
I-18	52.216-15	PREDETERMINED INDIRECT COST RATES	APR/1998
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-31	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-34	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-35	52.230-5	COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTIONS	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-22	LIMITATION OF FUNDS	APR/1984
I-40	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	OCT/2003
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-43	52.233-1	DISPUTES	JUL/2002
I-44	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-45	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-46	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-49	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-50	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER	SEP/1996

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		NONPROFIT INSTITUTIONS)	
I-55	52.249-14	EXCUSABLE DELAYS	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-60	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-61	252.209-7005	MILITARY RECRUITING ON CAMPUS	JAN/2000
I-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-65	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-66	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-67	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-68	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-69	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-70	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-71	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-72	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000

I-73 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
 (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-74 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

(a) Definitions. As used in this clause--
 "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
 "Commercial and Government Entity (CAGE) code" means--
 (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
 (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
 "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
 "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 17 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

I-75 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-76 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

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

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, 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 contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$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 (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (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.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum 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.

[End of Clause]

I-77 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 18 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-78 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

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

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 19 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 20 of 21
	PIIN/SIIN W56HZV-04-C-0783	MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-79	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
------	------------------------	--	----------

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offer/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 21 of 21

PIIN/SIIN W56HZV-04-C-0783

MOD/AMD

Name of Offeror or Contractor: NORTHERN ILLINOIS UNIVERSITY

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD 1423)			
Exhibit B	DATA ITEM DESCRIPTIONS (DD 1664)			
Attachment 001	SMALL BUSINESS SUBCONTRACTING PLAN (INCORPORATED BY REFERENCE)			

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: D. SYSTEM/ITEM.....: ROCK
B. EXHIBIT : A E. CONTRACT/PR NO.:W56HZV-04-C-0783
C. CATEGORY.....: F. CONTRACTOR.....:Northern Illinois University

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM : Contractor's Progress Status and Management Report
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-80227(T) (see 16a. below)
5. CONTRACT REFERENCE: C.3.1
6. REQUIRING OFFICE .: AMSRD-TAR-N / MS 155 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: 30 DAC
7. DD250 REQ: LT 10. FREQUENCY : Monthly 13. DATE OF SUBS. SUB:
8. APP CODE: N/A 11. AS OF DATE:
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

AARON HART, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: hartatacom.army.mil
MARK POLLACK, CONTRACT SPECIALIST, E-MAIL: pollackm@tacom.army.mil

15. TOTAL:

16. REMARKS:

a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(i), 10.3(j) 10.3(k), and 10.3(l).

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM : SCIENTIFIC AND TECHNICAL REPORTS
3. SUBTITLE:
4. AUTHORITY: DI-MISC-80711(T) (see 16a. below)
5. CONTRACT REFERENCE: C.3.3
6. REQUIRING OFFICE .: AMSRD-TAR-N / MS 155 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16
7. DD250 REQ: DD 10. FREQUENCY : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16
8. APP CODE: A 11. AS OF DATE:
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

AARON HART, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: HARTATACOM.ARMY.MIL
MARK POLLACK, CONTRACT SPECIALIST, E-MAIL: POLLACKM@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS:

a. DI-MISC-80711 is tailored by deleting 10.2

b. The Draft of the Scientific and Technical Report shall be delivered Thirteen (13) months after date of contract award. The Government will review and respond within 15 days of receipt. The contractor shall submit the Final Scientific and Technical Report within 15 days after receipt of draft comments/approval.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :