

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>  N00014-05-R-0002	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>  29 November 2004, 1500 local time
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> (Complete mailing address, including Zip Code) OFFICE OF NAVAL RESEARCH ATTN: ALAN BANKS, ONR 0253 BALLSTON CENTRE TOWER ONE, RM. 720 800 NORTH QUINCY STREET ARLINGTON, VA 22217-5660	<b>5. ITEMS TO BE PURCHASED</b> (Brief description) Operation and Management of the Navy's Electro-Optics Manufacturing Technology Center and performance of research on approved MANTECH and Non-MANTECH Program technical projects.
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**6. PROCUREMENT INFORMATION** (X and complete as applicable)

<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

**7. ADDITIONAL INFORMATION** This procurement is restricted to those offerors that have a Secret facility clearance with Secret safeguarding. Proposals (number and kind of copies are specified in Section L.16) provided in a sealed envelope are due by 1500, Local Time on 29 Nov 2004. Hand-carried proposals are permissible, but must also be received in Rm. 720 by the aforementioned time/date. Offers received after this time will be considered late in accordance with Section L, FAR Provision 52.215-1, Instructions to Offerors--Competitive Acquisition. **See information relating to a 4 November 2004 pre-proposal conference planned for this solicitation on the ONR website at: <https://www.onr.navy.mil/02/rfps.asp> (Site available NLT 21 OCT 2004).**

**8. POINT OF CONTACT FOR INFORMATION**

<b>a. NAME</b> (Last, First, Middle Initial) BANKS, ALAN M.	<b>b. ADDRESS</b> (Include Zip Code)  See Block 4
<b>c. TELEPHONE NUMBER</b> (Include Area Code and Extension) (703) 696-2575 (No Collect Calls)	<b>d. E-MAIL ADDRESS</b> banksa@onr.navy.mil

**9. REASONS FOR NO RESPONSE** (X all that apply)

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

**10. MAILING LIST INFORMATION** (X one)

WE  DO  DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b> (Include Zip Code)
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**c. ACTION OFFICER**

<b>(1) TYPED OR PRINTED NAME</b> (Last, First, Middle Initial)	<b>(2) TITLE</b>
--	------------------

<b>(3) SIGNATURE</b>	<b>(4) DATE SIGNED</b> (YYYYMMDD)
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FOLD

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FOLD

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**FROM**

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b> N00014-05-R-0002	
<b>DATE (YYYYMMDD)</b>	<b>LOCAL TIME</b>

OFFICE OF NAVAL RESEARCH  
ATTN: ALAN BANKS, ONR 0253  
BALLSTON CENTRE TOWER ONE, RM. 720  
800 NORTH QUINCY STREET  
ARLINGTON, VA 22217-5660

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9(R)	PAGE 1 of 66 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00014-05-R-0002	4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>TBD</b>	6. REQUISITION/PURCHASE NO. N.A.	
7. ISSUED BY Office of Naval Research Ballston Centre Tower One, Rm. 720 800 North Quincy Street Arlington, VA 22217-5660		CODE N00014	8. ADDRESS OFFER TO (If other than Item 7) Office of Naval Research Ballston Centre Tower One, Rm. 720 800 North Quincy Street Arlington, VA 22217-5660		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in **original and (See Section L.16) copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 8 address until 3:00 p.m. local time 29 November 2004.  
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Alan Banks	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS banksa@onr.navy.mil
		AREA CODE 703	NUMBER 696-2575	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	SOLICITATION/CONTRACT FORM	1	x	I	CONTRACT CLAUSES	14 - 22
x	B	SUPPLIES OR SERVICES AND PRICE/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
x	C	DESCRIPTION/SPECS./WORK STATEMENT	2	x	J	LIST OF ATTACHMENTS	22
-	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
x	E	INSPECTION AND ACCEPTANCE	3	x	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	23 - 45
x	F	DELIVERIES OR PERFORMANCE	3				
x	G	CONTRACT ADMINISTRATION DATA	4 - 7	x	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	46 - 62
x	H	SPECIAL CONTRACT REQUIREMENTS	7 - 13	x	M	EVALUATION FACTORS FOR AWARD	63 - 66

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ___ 10 U.S.C. 2304(c) ( ) ___ 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NO.	SUPPLIES/SERVICES	MINIMUM*	MAXIMUM*
0001	<b><u>BASE PERIOD</u></b> The Contractor shall operate and manage the Navy's Electro-Optics Manufacturing Technology Center and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twenty four months.	\$50,000	\$60,000,000
0002	<b><u>OPTION YEAR I</u></b> The Contractor shall operate and manage the Navy's Electro-Optics Manufacturing Technology Center and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.	\$25,000	\$30,000,000
0003	<b><u>OPTION YEAR II</u></b> The Contractor shall operate and manage the Navy's Electro-Optics Manufacturing Technology Center and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.	\$25,000	\$30,000,000
0004	<b><u>OPTION YEAR III</u></b> The Contractor shall operate and manage the Navy's Electro-Optics Manufacturing Technology Center and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.	\$25,000	\$30,000,000
0005	Award Fee Pool**		
0006	Data Items IAW Exhibit A	NSP	NSP

\* Delivery/Task orders will be issued on a cost-plus-award-fee or cost-plus-fixed-fee basis, as indicated in each order.

\*\* See Attachment Number 5 for Award Fee Plan.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- 1) The purpose of CLINs 0001 through 0004 is to provide for an instrument under which orders can be issued for;
  - A. The operation and management of the Navy's Electro-Optics Manufacturing Technology Center IAW Attachment Number 1 entitled "Statement of Work", which will be awarded as Order 0001.
  - B. Performance of MANTECH funded and/or Non-MANTECH funded Technical Projects which will be performed in accordance with Attachment Number 2 entitled "Technical Projects Process Plan" and the approved project plans to be incorporated into the applicable order(s) placed under this contract. If there are any Contract Data Requirements in addition to those specified in CLIN 0006, they will be specified in each order.
- 2) The purpose of CLIN 0005 is to provide for obligation/administration of applicable Award Fee in each CPAF type order.
- 3) The purpose of CLIN 0006 is to provide for data deliverable requirements as required in Exhibit A.

## **SECTION D - PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards and any specific instructions included in the individual delivery/task order to assure safe delivery at destination.

## **SECTION E - INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the deliverables under this contract and any ensuing order(s) will be accomplished by the Program Officer designated in Section F of this contract or such other Program Officer as may be designated in the individual task order.

## **SECTION F - DELIVERIES OR PERFORMANCE**

1. The ordering period for CLIN 0001 is from the contract award date (Block 20C of the Standard Form 26) through twenty four months thereafter. Orders may be placed at any time during this ordering period. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.
2. The ordering periods for CLINs 0002 through 0004, if exercised, will be from the effective date of Option exercise through one year thereafter. Orders may be placed at any time during this ordering period. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.
3. Distribution, consignment and marking instructions for CLIN 0006 shall be in accordance with the following:
  - a. Item No. 0006 shall be shipped F.O.B. Destination to the Office of Naval Research, Arlington, Virginia 22217-5660, consigned to:

Program Officer  
Office of Naval Research  
Ballston Tower One  
800 North Quincy Street  
Arlington, VA 22217-5660

Attn: Richard Henson, ONR 361, E-Mail: [hensonr@onr.navy.mil](mailto:hensonr@onr.navy.mil)

Ref: Contract N00014-04-D-\_\*\_

\* To be inserted at time of award.

## SECTION G - CONTRACT ADMINISTRATION DATA

### 1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

#### 1.1 Submission of Invoices

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034).

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the Program Officer identified in Section F. Following verification, the Program Officer will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract. Interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(c) Invoices requesting payment of award fee (CLIN 0005) shall be submitted as authorized by the Contracting Officer.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",  
     X is required with each invoice submittal.  
    \_\_\_\_\_ is required only with the final invoice.  
    \_\_\_\_\_ is not required.

(f) The Contractor's final invoice for each order shall be identified as such, and shall list all other invoices (if any) previously tendered under the order.

#### 1.3 Payment of Allowable Costs and Fixed Fee

Should a Cost-Plus-Fixed-Fee (CPFF) order be selected under a given requirement, as consideration for the proper performance of the work and services required under the order, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in each order, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in each order, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Program Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in each order. The total fixed fee billed, shall not exceed the total fixed fee specified in each order and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, and in order to protect the Government's interest, the Contractor is hereby directed to withhold 10% of the fixed fee amount as set forth in each order or until a reserve is set aside in the amount of \$100,000, whichever is less. The Administrative Contracting Officer shall release 75% of the fixed fee reserve upon acceptance of the final deliverables identified in the order. The remainder 25% of the fixed fee reserve will be released after completion of any final audits and submission of the final patent and royalty reports, if the contractor is not delinquent in submitting final vouchers for prior years' settlements.

## **2. Payment Instructions for CLINs with Multiple ACRNs/Lines of Accounting**

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first (e.g., FYX0 funding shall be completely exhausted before any FYX1 funds are paid). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

## **3. Ordering Officer**

The Office of Naval Research (ONR) Procuring Contracting Officer (PCO) or his/her duly authorized representative, shall act as Ordering Officer for the contract and is responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer by issuance of a DD Form 1155, Order For Supplies or Services. The ONR PCO retains the unilateral right to update this guidance for the life of the contract.

The ONR PCO point of contact information is as follows:

Office of Naval Research  
Ballston Centre Tower One, Rm. 720  
800 North Quincy Street  
Arlington, VA 22217-5660

Attn: Susan Sutherland, ONR 0253  
Email: [suthers@onr.navy.mil](mailto:suthers@onr.navy.mil)  
Telephone: (703) 696-4601

## **4. Procuring Office Representatives**

- a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator – Alan Banks, ONR 0253, (703) 696-2575, DSN 426-2575,  
Email: [banksa@onr.navy.mil](mailto:banksa@onr.navy.mil)

Inspection and Acceptance – Richard Henson, ONR 361, (703) 696-8484, DSN 426-8484,  
Email: [hensonr@onr.navy.mil](mailto:hensonr@onr.navy.mil)

Security Matters - Ms. Jennifer Ramsey, ONR 43, (703) 696-4618, DSN 426-4618

Patent Matters - Mr. Tom McDonnell, ONR 00CC, (703) 696-4000, DSN 426-4000.

- b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, Arlington, Virginia 22217-5660. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

## 5. Incrementally Funded Orders

The Government, at its discretion, reserves the right to incrementally fund any order issued under this contract. If an order is incrementally funded, the order shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of available funds, and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amounts obligated. All incrementally funded cost reimbursement (CPAF or CPFF) orders will be funded in accordance with the clause "Limitation of Funds" (FAR 52.232-22) and the following appropriate "Allotment of Funds" clause.

### Applicable to CPFF Orders:

#### Allotment of Funds

It is hereby understood and agreed that this order will not exceed a total amount of \$\_\_\_; including an estimated cost of \$\_\_\_ and a fixed fee of \$\_\_\_.

The total amount presently available for payment and allotted to CLIN 0001 of this order is \$\_\_\_; including an estimated cost of \$\_\_\_ and a fixed fee of \$\_\_\_. It is estimated that the amount allotted of \$\_\_\_ will cover the period from date of award through (insert date).

The following paragraph should be added as many times as necessary when there are multiple funded CLINs.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$\_\_\_; including an estimated cost of \$\_\_\_ and a fixed fee of \$\_\_\_. It is estimated that the amount allotted of \$\_\_\_ will cover the period from date of award through (Insert).

### Applicable to CPAF Orders:

**MANTECH FUNDED ORDERS WILL NOT INCLUDE A BASE FEE AMOUNT. ENTIRE AWARD FEE WILL BE DETERMINED AND FUNDED UNDER THE ORDER 0001 ANNUAL AWARD FEE EVALUATION PROCESS.**

#### Allotment of Funds

It is hereby understood and agreed that this order will not exceed a total amount of \$\_\_\_; including an estimated cost of \$\_\_\_, and a base fee of \$\_\_\_.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$\_\_\_; including an estimated cost of \$\_\_\_, and a base fee of \$\_\_\_. It is estimated that the amount allotted of \$\_\_\_ will cover the period from date of award through (insert date).

The following paragraph should be added as many times as necessary when there are multiple funded CLINs.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$\_\_\_; including an estimated cost of \$\_\_\_, and a base fee of \$\_\_\_. It is estimated that the amount allotted of \$\_\_\_ will cover the period from date of award through (insert date).

Note: An Award Fee amount may be earned, via CLIN 0005, upon annual evaluation of results in accordance with Attachment 5 criteria.

## **6. TYPE OF CONTRACT**

This is an Indefinite-Delivery/Indefinite Quantity (IDIQ) Task Order Contract, which allows issuance of orders on a cost-plus-award-fee or cost-plus-fixed-fee basis.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **1. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term (ordering period) of this contract by written notice to the Contractor at anytime on or before the specified start date for the optional ordering period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract ordering period expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of the ordering period under this contract, including the exercise of any options under this clause, shall not exceed five years.

(d) The period of performance of orders issued under this contract shall be specified in each order and is not bound by the aforementioned ordering period limitation.

### **2. Invention Disclosures and Reports**

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

### **3. Government Furnished Property**

The terms and conditions related to the use or provision of government furnished property, materials, information or the authorization to acquire equipment with federal funds under this contract shall be specified in any resultant orders.

### **4. Key Personnel**

If a Key Personnel clause, as shown below, is desired for a particular order under this effort, the Contracting Officer will include the clause in the relevant task order. Such clause will specify both Prime Contractor and Sub-Contractor personnel deemed to be "Key" (i.e. critical to the successful performance of the work).

#### **ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least (30) days in advance ( (45) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.  
The following are identified as key personnel:

**5. ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)**

The COR for this contract is:

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Name: Richard Henson

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Code: ONR 361

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Mailing Address:

Ballston Tower One

800 North Quincy Street

Arlington, VA 22217-5660

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Telephone No: (703)696-8484

The Alternate COR for this contract is:

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Name: N/A

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Code:

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Mailing Address:

---

Telephone No:

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The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

**6. ONR 5252.242-9718 Technical Direction (FEB 02)**

(a) Performance of the work hereunder is subject to the technical direction of the Scientific Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement that is not affected by the disputed technical direction.

**The following clause will apply to Orders that exceed \$500,000, submitted by all but small business concerns. The resulting contract clause will be one of the following; dependent upon whether the accepted document is an individual, comprehensive, or master Subcontracting Plan.**

**7. SMALL BUSINESS SUBCONTRACTING PLAN**

Individual Plan (or Master Plan):

The attached \_\_\_\_\_ [Name of Contractor] Subcontracting Plan applies to the work referenced in Section C of this contract.

Or

Comprehensive Plan:

The \_\_\_\_\_ [Name of Contractor] Comprehensive Subcontracting Plan applies to the work referenced in Section C of this contract, and is hereby incorporated into this contract by reference.

**The following Clause will be added to Orders when the participation of Subcontractors and/or Consultants has been authorized:**

**8. Consent to Subcontract and/or Hire Consultants**

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Identified Subcontractor	Estimated Hours	Composite Rate	Estimated Cost

Identified Consultant	Estimated Time	Rate Per Day	Estimated Cost

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) services acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract or agreement;
- (ii) fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (f) (1) (i) through (vii).

**9. FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be acquired by issuance of orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date (Block 20C of the Standard Form 26) through twenty four months thereafter. If Options are exercised, orders may be issued from contract award date through the end date of such option.
- (b) All orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, an order is considered "issued" when the Government deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods as authorized in the Schedule.

**10. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
  - 1) Any order for a single item in excess of the ceiling amount;
  - 2) Any order for a combination of items in excess of the ceiling amount; or
  - 3) A series of orders within the contract period that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

## **11. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end date specified in the order.

## **12. ORDERS**

- (a) General

Orders for research, services, or supplies may be issued by the Contracting Officer (CO) for work as specified in Sections B and C of the Schedule at any time during the effective period of this contract. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. All the provisions in this contract shall be applicable to all orders issued hereunder. To the extent of any inconsistency between any order and this contract, the contract shall control. It is understood and agreed upon that the Government has no obligation to issue any orders beyond paying the contract minimum on demand at the end of the contract period. The Contractor agrees to accept and perform orders issued by the CO within the scope of this contract during the term set forth elsewhere in the schedule.
- (b) Ordering
  - 1) Orders and revisions thereto shall be made in writing by the CO.
  - 2) Cost-Plus-Award-Fee (CPAF) or Cost-Plus-Fixed-Fee (CPFF) orders shall be issued hereunder.
  - 3) Each bilateral order shall be binding when executed by both parties.
  - 4) Each unilateral order shall be binding upon receipt by the Contractor. The Contractor shall acknowledge receipt of the order within five (5) days after receipt thereof. These orders may be issued through facsimile as well as through electronic and regular mail.

(c) Bilateral Orders

Except as otherwise provided in paragraph “d” below, the Contractor shall not begin any work until a bilateral order is issued by the CO. Upon receipt of a request for a task order proposal from the CO, the Contractor shall submit a CPAF or CPFF proposal for performance of the requested work to the CO within the amount of time specified on the request. After the selection of a contractor has been made to do a particular task order, the CO will promptly issue a task order to the Contractor.

(d) Unilateral Orders

- 1) Priced: The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor’s proposals. The order type (CPAF or CPFF) and delivery schedule shall be set forth in each order. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. Unilateral orders are subject to either the “Limitation of Cost” (when fully funded) or “Limitation of Funds” (when incrementally funded) clause as incorporated into this contract. The Contractor shall acknowledge receipt of the order within five (5) days of receipt.
- 2) Unpriced: When determined to be in the best interest of the Government, the CO may unilaterally issue an undefinitized order directing the Contractor to proceed with performance of the work specified therein. The order shall include the clause entitled “Definitization Requirements - Undefinitized Orders” (see paragraph (g) below), plus a delivery schedule for the work being ordered.

(e) Cost or Pricing Data

Whenever cost or pricing data are required in accordance with FAR 15.403, the Contractor shall submit required data in accordance with FAR 15.408, Table 15-2. If a Certificate of Current Cost or Pricing Data is required, it shall be provided in accordance with FAR 15.406-2.

(f) Definition

The term Contracting Officer as used in this provision includes the Administrative Contracting Officer (ACO).

(g) Definitization Requirements - Undefinitized Orders

- 1) When an undefinitized contract action is issued, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive order. The Contractor agrees to submit, as appropriate, a CPFF Completion, CPAF proposal and any necessary cost or pricing data to support its proposal.
- 2) In accordance with the requirements of DFARS 217.7404-3, the schedule for definitizing any undefinitized order shall be specified in the order and shall include:
  - a. Submission Due Date of Contractor's Proposal
  - b. Projected Date for Commencement of Negotiations
  - c. Target Date for Definitization
- 3) If agreement on a definitive order to supersede this undefinitized order is not reached by the target date specified in the definitization schedule, or within any extension thereof granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price or fee in accordance with FAR Part 15, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the order, subject only to the limitation of Government liability set forth in paragraph (6) below.
- 4) For CPAF or CPFF orders, the Contractor further agrees that the Government shall not be liable under such definitization for an increase in the estimated cost and fee which

combined would cause the definitized price of the order to exceed the ceiling amount specified in the undefinitized order (See DFARS 217.7404-2). The not to exceed price specified is a maximum and shall not be construed as an indication, other than a limit on the amount, if any, of such definitization. Subject to the foregoing, failure to agree to pay any definitization shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

- 5) Pending definitization of a CPAF or CPFF order, the estimated cost of efforts performed under this undefinitized order for purposes of the clause of the contract entitled "Limitation of Cost" or "Limitation of Funds", as appropriate, is the limitation of Government liability set forth in paragraph (6) below. The Contractor shall be reimbursed for the costs of efforts performed under this undefinitized order in accordance with the clause of this contract entitled "Allowable Cost and Payment", but in no event for an amount greater than the estimated cost of such efforts. The Contractor shall bill no fee against the estimated cost until this order is definitized.
  - 6) In performing this undefinitized order (either CPAF or CPFF), the Contractor is not authorized to make expenditures or incur obligations exceeding the amount obligated to the undefinitized order (See DFARS 217.7404-4 for funding limitations). This is the maximum amount, including fee, for which the Government shall be liable if this order is terminated.
- (h) Termination of Orders
- 1) The Government may terminate performance of work under any order in whole or, from time to time, in part if ---
    - a. The Contracting Officer determines that a termination is in the Government's interest; or
    - b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,
  - 2) The Contracting Officer shall terminate the order by delivering to the Contractor a Notice of Termination specifying whether the termination is for default of the Contractor or for Convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.
  - 3) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the "Termination (Cost Reimbursement)" clause.

**SECTION I.1 - CONTRACT CLAUSES**

**COST-PLUS-FIXED-FEE (18 JUN 2004)**

**(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.arnet.gov/far/>
- [http://farsite.hill.af.mil/farsite\\_script.html](http://farsite.hill.af.mil/farsite_script.html)

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- \* Applies when contract action exceeds \$10,000
- \*\* Applies when contract action exceeds \$100,000
- + Applies when contract action exceeds \$500,000
- ++ Applies when contract action exceeds \$500,000 and subcontracting possibilities exist. Small Business Exempt.
- +++ Applies when the specified condition exists (e.g. Contractor is an educational institution).

**I.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

**	FAR 52.202-1	Definitions (JUL 2004)
**	FAR 52.203-3	Gratuities (APR 1984)
**	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
**	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
**	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
**	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
**	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
	FAR 52.204-7	Central Contractor Registration (OCT 2003)
	FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
**	FAR 52.215-2	Audit and Records - Negotiation (JUN 1999) and Alternate II (APR 1998) (Alternate II is only applicable with cost reimbursement contracts with State and local Governments, educational institutions, and other non-profit organizations.)
	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
+	FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The clause is applicable to subcontracts over \$550,000.)

+	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable to subcontracts over \$550,000 only)
**	FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
+	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
+	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (OCT 1997)
+	FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable to solicitations and contracts)
	FAR 52.216-7	Allowable Cost and Payment (DEC 2002) (For educational institutions, in paragraph (a), delete the words "Subpart 31.2" and substitute "Subpart 31.3") (For Non-Profit institutions, in paragraph (a), delete the words "Subpart 31.2" and substitute "Subpart 31.7")
	FAR 52.216-8	Fixed Fee (MAR 1997)
**	FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JAN 1999)
**	FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)
++	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2002)
++	FAR 52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
**	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
	FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
**	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
	FAR 52.222-26	Equal Opportunity (APR 2002)
*	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
*	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
*	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
**	FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
	FAR 52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003)
**	FAR 52.227-1	Authorization and Consent (JUL 1995)
**	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

	FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
**	FAR 52.232-17	Interest (JUN 1996)
	FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
	FAR 52.232-25	Prompt Payment (OCT 2003) and Alternate I (FEB 2002) (The words "the 30 <sup>th</sup> day" are inserted in lieu of "the 7 <sup>th</sup> day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does do not apply] [ <b>Alternate I applies when awarding a cost reimbursement contract for services</b> ]
	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
	FAR 52.233-1	Disputes (JULY 2002)
	FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
+	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
**	FAR 52.242-13	Bankruptcy (JUL 1995)
	FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
	FAR 52.244-2	Subcontracts (AUG 1998) and Alternate I (AUG 1998) [ <b>Insert in cost-reimbursement contracts, and letter, time-and-material, and labor-hour contracts exceeding SAP, and fixed price contracts exceeding SAP where unpriced actions are anticipated. Use Alternate I for cost-reimbursement contracts</b> ]
**	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (JUL 2004)
	FAR 52.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (MAY 2004) and ALT I (JUN 2003) (As modified by DoD Class Deviation 99-00008 dated 13 July 1999) (ALT I is applicable if the contractor is a nonprofit organization whose primary purpose is the conduct of scientific research)
**	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003)
	FAR 52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
	FAR 52.249-14	Excusable Delays (APR 1984)
	FAR 52.251-1	Government Supply Sources (APR 1984)
	FAR 52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2)  
CLAUSES:

**	DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999)
	DFARS 252.204-7003	Control of Government Work Product (APR 1992)
	DFARS 252.204-7004	Alternate A (NOV 2003)
+++	DFARS 252.209-7005	Reserve Officer Training Corps And Military Recruiting On Campus (JAN 2000) (Applicable to Educational Institutions)
**	DFARS 252.209-7000	Acquisition from Subcontractors subject to On-Site Inspection under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
**	DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
+	DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
++	DFARS 252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
	DFARS 252.225-7004	Reporting of Contract Performance Outside the United States (APR 2003)
**	DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2004)
	DFARS 252.225-7031	Secondary Arab Boycott of Israel (APR 2003)
	DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (NOV 1995), and Alternate I (JUN 1995)
	DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
	DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
	DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 1995)
	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
	DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)
	DFARS 252.227-7036	Declaration of Technical Data Conformity (JAN 1997)
	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
	DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
	DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2003)
	DFARS 252.242-7000	Post-Award Conference (DEC 1991)
**	DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
	DFARS 252.245-7001	Reports of Government Property (MAY 1994)
X	DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2003)
**	DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
**	DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made

		a negative response to the inquiry in the representation at DFARS 252.247-7022.)
	DFARS 252.251-7000	Ordering from Government Supply Sources (OCT 2002)

**(B) ADDITIONAL FAR AND DFARS CLAUSES**

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

X	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
X	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) (Applicable to contracts exceeding \$25,000 in value.)
+++	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)
X	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable to 'contracts' if cost or pricing data or information other than cost or pricing data will be required for modifications)
+++	FAR 52.216-15	Predetermined Indirect Cost Rates (APR 1998) (Applicable to Educational Institutions)
X	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In paragraph (a), insert "within the effective period of the contract" and "1 day", and in paragraph (c), insert "five years") (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in parentheses)
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
	FAR 52.219-5	Very Small Business Set-Aside (JUN 2003) (For actions between \$2,500 and \$50,000)
	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUN 2003), and Alternate I (OCT 1995) (Applicable to total small business set-asides, including SBIR) Alternate II (MAR 2004) (As prescribed in 19.508(c))
	FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003) and Alternate I (OCT 1995) Alternate II (MAR 2004)
	FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$500,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 - "XX") (Complete the space in the parentheses)
	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999)

		(Applicable if contract includes FAR 52.219-24)
	FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting Program (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$500,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
+++	FAR 52.222-20	Walsh Healy Public Contracts Act (DEC 1996) (Applicable if the contract includes deliverable materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000)
+++	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
X	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)
+++	FAR 52.230-2	Cost Accounting Standards (APR 1998) (Applicable when contract amount is over \$500,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
+++	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998) (Applicable when contract amount is over \$500,000 but less than \$25 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B)
+++	FAR 52.230-5	Cost Accounting Standards-Educational Institutions (APR 1998) (Applicable when the contract is with educational institution)
+++	FAR 52.230-6	Administration of Cost Accounting Standards (NOV 1999) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
+++	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
+++	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
+++	FAR 52.245-18	Special Test Equipment (FEB 1993) Applicable when it is anticipated that the contractor will acquire or fabricate special test equipment but the exact identification of the equipment is not known)
X	DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991) (Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated.)

X	DFARS 252.203-7002	Display of DoD Hotline Poster (DEC 1991) (Applicable only when contract action exceeds \$5 million or when any modification increases contract amount to more than \$5 million)
X	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Applies when Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)
X	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
X	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$500,000 or when any modification increases total contract amount to more than \$500,000)
+++	DFARS 252.215-7002	Cost Estimating System requirements (Oct 1998) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)
X	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
X	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
+++	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
+++	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
+++	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (MAY 2004) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
X	DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (OCT 2003) [(Applicable if FAR Part 12 is not used, and for supplies and services (but not R&D) expected to exceed SAP thresholds) (This Final Rule replaces FAR 52.226-1 (JUN 2000) via DFARS Chg Ntc 20020531]
	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (JUN 1995)
+++	DFARS 252.242-7004	Material Management and Accounting System (DEC

		2000) (Applicable to contract actions exceeding \$100,000) (Not applicable for contracts awarded to small businesses, educational institutions, or nonprofit organizations)
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**(C) COST-PLUS-FIXED-FEE-RESEARCH AND DEVELOPMENT CLAUSES ( Applicable to order(s) for Technical Projects only).**

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (\*\* - applies to contract actions exceeding \$100,000)

	FAR 52.225-16	Sanctioned European Union Country Services (FEB 2000)
**	FAR 52.227-1	Authorization and Consent (JUL 1995) and Alternate I (APR 1984)
	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
	FAR 52.246-23	Limitation of Liability (FEB 1997)
	FAR 52.249-5	Termination for Convenience of the Government (Educational and other Nonprofit institutions) (SEP 1996)
	DFARS 252.235-7002	Animal Welfare (DEC 1991)
	DFARS 252.235-7011	Final Scientific or Technical Report (SEP 1999)

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Research and Development Contracts apply when specifically marked with a check (x). Clauses marked with +++ apply only when the prescribed circumstances exist.

X	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clause 52.204-02 and either 52.227-11 or 52.227-12)
+++	FAR 52.227-11	Patent Rights – Retention by the Contractor (Short Form) (JUN 1997) (Applicable if contractor is a small business or non profit organization)
	OR	
+++	FAR 52.227-12	Patent Rights – Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
+++	DFARS 252.227-7034	Patents – Subcontracts (APR 1984) (Applicable when FAR 52.227-11 applies)
+++	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)

**(D) COST-PLUS-FIXED-FEE SERVICE CLAUSES (Applicable to order(s) for Center Management only).**

The following FAR clauses apply to Cost-Plus-Fixed-Fee Service Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (\*\* - applies to contract actions exceeding \$100,000)

	FAR 52.225-16	Sanctioned European Union Country Services (FEB 2000)
	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate I (APR 1984)
	FAR 52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)

	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)
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The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Service Contracts only apply when specifically marked with a check (x):

	FAR 52.217-8	Option to Extend Services (NOV 1999) (Applicable when options will be used under a service contract.)
	FAR 52.223-10	Waste Reduction Program (AUG 200) (Applicable for contractor operation of Government-owned or leased facilities)

**I.2 The following clauses apply to orders issued on a Cost-Plus-Award-Fee basis.**

For Cost-Plus-Award-Fee (CPAF) task order awards, the clauses in Section I.1 shall be used with the following amendments:

Delete the following clause for CPAF orders:

FAR 52.216-8	Fixed Fee (MAR 1997)
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An Award Fee clause will be created for a particular requirement and inserted in the relevant task order solicitation and ensuing order awards as discussed in Section G.2.

**SECTION J - LIST OF ATTACHMENTS**

- 1) Attachment Number 1 entitled, “Statement of Work” 4 pages.
- 2) Attachment Number 2 entitled, “Technical Projects Process Plan,” - 2 pages.
- 3) Attachment Number 3 entitled, “Department of Defense Contract Security Classification Specification” (DD Form 254) - 2 pages
- 4) Attachment Number 4, entitled “Key Personnel Qualifications” - 1 page.
- 5) Attachment Number 5, entitled Instructions for Preparing Cost Proposals for Contracts and Agreements – 3 pages
- 6) EXHIBIT A, entitled "Contract Data Requirements List" (DD Form1423) – 3 pages, with Enclosure Number 1 entitled “Distribution List for Reports” - 2 pages, and Standard Form 298 – 1 page.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

NAME OF OFFEROR (Firm or Organization) \_\_\_\_\_

OFFEROR DUNS NUMBER \_\_\_\_\_

**K.1. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (Deviation D.L. 90-07)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2. FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3. FAR 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)**

(a) Definition.

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

(b) Representation. *[Complete only if the offeror represents itself a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation]*

The offeror represents that it  is, a women-owned business concern.

**K.4 FAR 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.

“*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 means the 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 discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) 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; and

(2) The Government has validated all mandatory data fields and has marked the record “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 offeror's 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 Government's 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 day’s 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 Contractor’s 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.

**K.5. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) (REFLECTS FAC 2001-03 FINALIZATION OF APRIL 2001 STAY VIA FAC 97-24)**

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

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

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

(B) Have  have not , within a 3-year period preceding this offer, been

convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

*This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.*

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.6. FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

intends,  does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

	Place of Performance	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
Name of Company		
Street Address		
City		
State		
County		
Zip Code		

**K.7 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)  
ALTERNATES (I) (MAY 2004)**

**EFFECTIVE 1 OCTOBER 2000 THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE REPLACED THE STANDARD INDUSTRIAL CLASSIFICATION SYSTEM (SIC). ALL REPRESENTATIONS AND CERTIFICATION FOR CONTRACT AWARDS OCCURRING ON OR AFTER 1 OCTOBER 2000 MUST PROVIDE THE NAICS CODE. ENTER THE NAICS CODE IN EFFECT AT THE TIME OF AWARD. THESE CODES ARE IN THE 1997 U.S. NAICS MANUAL ACCESSED AT:**

**The Small Business Administration NAICS Website:** <http://www.sba.gov/size/Table-of-Small-Business-Size-Standards-from-final-rule.html>

**U.S. Census Bureau NAICS Website:** <http://www.census.gov/pub/epcd/www/naics.html>.

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.  
 (2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

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

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

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

(6) *[Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].* The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_ .]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

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

(1) Means a small business concern-

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I (APR 2002)

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**K.8. FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)  
AND ALTERNATE I (OCT 1998)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)  For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**ALTERNATE I (OCT 1998)**

(3) Address. The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**K.9. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that --

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

**K.10. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that --

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

**K.11. FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the Offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.12. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that –

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C.

6921, *et seq.*), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within any State of the United States or its outlying areas.

**K.13. FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

(a) Definitions. As used in this provision

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation.

The offeror represents that it –

is  is not a Historically Black College or University;  
 is  is not a Minority Institution.

**K.14. FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.15. FAR 52.227-7 PATENTS -- NOTICE OF GOVERNMENT LICENSEE (APR 1984)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner  
 Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

**K.16. FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

*Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.*

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement--Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

*Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.*

**(c) Check the appropriate box below:**

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(I) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

*(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)*

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (I) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer,

in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.*

## II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by **checking the box below**. **Checking the box below** shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.*

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

### ALTERNATE I (APR 1996)

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (**check one and complete**):

(i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official:  
\_\_\_\_\_

Where Disclosure Statement is Filed:  
\_\_\_\_\_

#### **K.17. DFARS 252.204-7004 ALTERNATE A (NOV 2003)**

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(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 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."

#### **K.18. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) *Definitions.* As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(I)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

#### **K.19. DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions.

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Controlled by a Foreign Ownership Percentage, and Government Identification of Foreign Government

**K.20. DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)**

(a) *Definitions.* As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

**K.21. DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)**

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

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

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

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

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software

that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

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

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

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

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

**K.22. DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE  
PREVIOUSLY DELIVERED TO THE GOVERNMENT  
(JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify:

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**K.23. DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by **checking the appropriate blank** in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause (DFARS 252.247-7023) of this solicitation.

(b) Representation.

The Offeror represents that it --

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K.24. Standard Form-LLL, "Disclosure of Lobbying Activities" (3 pages) which can be retrieved at <http://www.onr.navy.mil/02/024/forms/>**

If applicable in accordance with subparagraph (b)(2) of provision K.1. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11), Standard Form-LLL has been completed in accordance with its instructions and is returned herewith.

SIGNATURE

By signature hereto, or to an offer incorporating these representations and certifications, the offeror certifies that they are accurate, current, and complete and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statement in offers.

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Typed or Printed Name

\_\_\_\_\_ Title

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Oct 2003)**

- (a) 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 number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) 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).

### **L.2. FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L. (DEC 2003)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained-

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2179  
Facsimile (215) 697-1462.

**L.3 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be / / DX rated order; /X/ **DO** rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L.4 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)**

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”  
“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.
- (2) The first page of the proposal must show --
- (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii)
    - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
      - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
      - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
      - (3) It is the only proposal received.
    - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals

will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L.5. FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.6. FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or

regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**L.7. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an **Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract with provision for Cost-Plus-Fixed-Fee and/or Cost-Plus-Award-Fee orders** as a result of this solicitation.

**L.8. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.9. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**L.10. FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the

plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **L.11. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Susan Sutherland, ONR 0253, Office of Naval Research, Ballston Centre Tower One, 800 North Quincy Street, Arlington, VA 22217-5660.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.12. DFARS 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.

#### **L.13. GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government for this contract unless provided under the task order.

#### **L.14. SECURITY CLASSIFICATION GUIDANCE (DD FORM 254)**

- a) A Contract Security Classification Specification (DD Form 254) has been included with this RFP; however, any applicable security classification guides identified on the DD Form 254 are not attached. The information contained in the guides is not considered to be necessary for submitting proposals. If the offeror does not currently hold the applicable guides and anticipates submitting a classified proposal in response to the RFP, the proposals shall be marked in accordance with the provisions of the National Industrial Security Program Operating Manual [NISPOM] (DOD 5220.22M). Tentative classification markings shall be:

Derived From: DD Form 254, Attachment Number 3 to RFP N00014-05-R-0002  
Declassify On: To be determined by ONR Program Officer

The ONR Program Officer shall be responsible for assigning final classification markings.

- b) If the offeror currently holds the applicable guides, any classified proposal shall be derivatively marked in accordance with the guides and Executive Order 12958, further amended by Executive Order 13291.
- c) If necessary, the guides shall be provided to the successful offeror with the contract award.

**L.15. FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME  
(OCT 1997)**

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

(1) “Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) “Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 * 40$  divided by  $45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L.16. GENERAL INSTRUCTIONS FOR SUBMISSION OF TECHNICAL AND COST PROPOSALS**

(1) Information for the Technical proposal shall be placed in Volume I and be completely separate from the Cost proposal (Volume II).

(2) Both Volumes should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure.

(3) Original and Four (4) paper copies and one (1) electronic copy (Technical and Cost volumes) in PDF or Microsoft Office compatible format on CD ROM.

(4) Format: Both volumes shall be on 8 ½” x 11” pages using 1” inch margins, single line spacing, and 12-point font.

(5) Length:

(a) The length of Volume I, Technical Proposal shall be no more than 40 pages. Resumes are not included in the 40-page limitation. There is no page limitation for resumes.

(b) There is no page limitation on the length of Volume II, Cost Proposal.

(6) Classified proposals will not be accepted.

(7) No faxed or emailed proposals will be accepted.

(8) No video or audiotapes will be considered in the review process.

(9) The Government may use selected support contractor personnel to assist in providing both technical expertise and administrative support regarding any submitted proposals. These support contractors will be bound by appropriate non-disclosure agreements to protect proprietary and source-selection information.

(10) Proposal Identification/Mailing - Offerors should assign their own identifying number to their proposal. The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

RFP No. N00014-05-R-0002

Closing Date: \_\_\_\_\_  
(As Specified in Block 9 on Page 1 of the RFP.)

Attn: ONR 0253 Alan Banks

## **L.17. INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS (VOLUME I)**

(A) General

1. The Offeror should closely read the evaluation criteria set forth in the RFP prior to preparation of the Technical proposal. The emphasis placed on any element of the technical proposal may affect evaluation of an offeror's proposal upon application of the criteria specified in Section M.

2. Offeror shall provide a table listing each evaluation criterion and the proposal pages that address each criterion.

3. The Offeror's Technical proposal must be prepared as a separate part of the total

proposal package. Specific cost or pricing details should be omitted from this section of the proposal.

4. The offeror's Technical proposal should include a cover page. This cover page must include the words "Volume I - Technical Proposal" and the following:

- a) RFP number;
- b) Title of Proposal;
- c) Identity of prime Offeror and complete list of subcontractors, if applicable;
- d) Technical contact (name, address, phone/fax, electronic mail address)
- e) Administrative/business contact (name, address, phone/fax, electronic mail address) and;
- f) Proposal Date
- g) Signature from authorized organization representative

5. The technical proposal should contain the following elements, which are discussed more fully in subsequent paragraphs (All elements are included in the 40 page limitation with the exception of resumes):

- a. Technical Understanding of Requirement
- b. Management
- c. Staff Qualifications
- d. Organizational Past Performance
- e. Corporate Facilities

## (B) Technical Proposal Elements

### **1. Technical Understanding of Requirement**

In this section the Offeror shall provide:

- a. A narrative of the Offeror's understanding of ONR's task requirements outlined Section C of this solicitation and Attachment 1 Statement of Work. The Offeror shall discuss its capabilities to accomplish the task requirements through relevant knowledge of electro-optics MANTECH transition from development to manufacturing and into government applications (to include Execution of RDTE, DoD Budgeting, Federal Government Contracting, etc.). It is important that the offeror's proposal provide evidence of detailed knowledge of and/or experience in performing the identified tasks in the same or similar environment(s).
- b. A matrix indicating proposed labor hours by skill category required to perform the statement of work for CLIN 0001, this matrix shall not contain labor rates or any other indication of specific cost or pricing data.

c. Describe how center operations will be conducted. This will be the proposal awarded as Order 0001 if the offeror's proposal is selected for award.

## **2. Management**

In this section, the Offeror shall;

- (a) Describe how specific task requirements are to be performed, analyzed, resourced, and managed to ensure quality performance in a timely and efficient manner.
- (b) Describe the availability and the approach to the management of personnel and organizational resources required to meet the task requirements.
- (c) Describe the management approach to be utilized to ensure appropriate interface with the Government COR or Program Officer to facilitate task progress, communication and understanding between parties.
- (d) Address an approach for assuming responsibility for on-going projects upon assumption of management responsibilities from the current Electro-Optics Center of Excellence while minimizing technical risk and program disruption.
- (e) Demonstrate an understanding of the effectiveness of using an earned value management system (EVMS) as an internal planning tool that will help both the contractor and the Navy to maintain performance, cost and scheduling control.
- (f) Demonstrate a proposed project identification process, the method of identifying and prioritizing Electro-optics technology needs that support Navy acquisition programs either directly or through improving and transitioning commercial practices. Approaches should be driven by industry and government input on electro-optics technology needs. Offeror should describe in detail their prioritization process and government and private organizations proposed to be involved in project selection. Offeror should describe proposed approach for balancing the investment portfolio.

## **3. Staff Qualifications**

In this section, the Offeror shall:

- (a) Provide, for Order 0001, a resume of the education and recent experience (i.e. within the last five years) for the persons proposed to provide the effort described in Section C as it relates to the personnel qualifications provided in Attachment No. 4. A summary of organizations participating in the proposal, outlining related experience with addresses and points of contact for each. Indicate whether the particular person is an employee of the Offeror or will be utilized under a consulting agreement or subcontract. Offerors should highlight capabilities of staff performing tasks for similar and relevant ONR, Navy and DoD projects and programs. Professional and technical personnel should have skill in communicating both orally and in written form.

- (b) Address how the variety and completeness of the proposed staff will facilitate timely and cost effective team management (Government/Industry) process for evaluating, prioritizing and selecting electro-optics technology. ONR is not only interested in receiving proposals with upper level management and technical personnel (i.e., key personnel) but also lower level technical and operational personnel to accomplish lesser complex task orders.

#### **4. Organizational Past Performance**

In this section, the Offeror shall:

- (a) Demonstrate at least three years of recent (i.e., within the last five years) organizational experience with the tasks outlined in Section C (with a preference for work within the Federal Government and Department of the Navy (DON)).
- (b) Submit information for all similar Government contracts performed in the last five years (as a prime contractor) to include the contract number, contract type, total value, period of performance, technical point of contact within the awarding organization, and telephone number and email address for the same contact. Include a short narrative description of the work performed and the challenges addressed.
- (c) Submit similar data for all in-process contracts or subcontracts for similar requirements with relevant past performance information about both key personnel proposed for this effort who were involved with other firms within the past five years and proposed subcontractors who will perform major or critical aspects of the requirement. The Government will evaluate past performance using the information provided by each offeror and may also solicit past performance information from other sources.

#### **5. Corporate Facilities**

In this section, the Offeror shall:

- (a) Describe its physical facilities, equipment, storage space and resources relevant to the effort to be performed. The Offeror shall describe its ability to provide both unclassified and classified meeting spaces at its facilities.
- (b) Include a description of any Government Furnished Equipment / Hardware / Software / Information required, by version and/or configuration.

### **L.18. INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS (VOLUME II)**

#### **(A) General**

Volume II should contain the following elements, which are discussed more fully in subsequent paragraphs;

1. A Cost Proposal section consisting of the following sub-elements:
  - Rate Structure

- Order 0001 Cost Proposal
- 2. An Award Fee Section.
- 3. A Commitment to Small Business (contract wide) Section.

(B) Cost Proposal Volume II Elements

**1. Cost Proposal Section:**

Each Cost Proposal Section of Volume II shall be accompanied by a fully executed copy of the solicitation and any amendments (if issued) bearing original, authorized signatures (Cover Pages Only).

(a). Content, Format and Length: The Cost Proposal Section should be separated into two subsections, "Rate Structure", and "Order 0001 Cost Proposal".

(1) Rate Structure: The Offeror shall submit the following:

- Direct Labor categories and rates for each individual or position that would likely be proposed under an order.
- Indirect cost rates (including, but not limited to, Fringe Benefits, Labor Overhead, and G&A);
- Projection of all annual indirect rates through Federal Fiscal Year 2009
- Information regarding ACO/DCAA/DHHS review of labor and indirect rates and the organization's accounting system. Including information regarding the latest forward pricing rate agreement, if any such agreement exists.

(2) Order 0001 Cost Proposal: The Offeror shall complete the proposal in accordance with the stated requirements outlined in the Statement of Work and Attachment 2 (Technical Projects Process Plan) and in accordance with the instructions in Attachment Number 5 entitled "Instructions for Preparing Cost Proposals for Contracts and Agreements". The intent is to minimize the operations and management costs of the Electro-Optics Manufacturing Technology Center (EOMTC) and, thereby, maximize results through increased technical efforts. The Government's Goal is for EOMTC management costs to be less than 20% of total non-Management (Technical Project Costs). Technical Project costs are anticipated to amount to approximately \$25,000,000 per year.

**2. Award Fee Plan, as outlined below.**

**AWARD FEE PLAN**

The following criteria will be utilized by the Government to determine annual award fee amounts earned under the contract. It is strongly recommended that the contractor apply

these same criteria to each subcontractor to equitably share the applicable award fee. These criteria should also be used as guidance in proposal preparation.

**Failure to address these criteria in the proposed award fee plan could result in the Contracting Officer's determination that the proposal is not responsive to the solicitation.**

- **Schedule:** The contractor will be evaluated on how well the schedule is adhered to. On-time completion of technical milestones as well as reports will be key factors.
- **Quality of Work:** The contractor will be evaluated on the thoroughness, accuracy and technical merit of all work performed.
- **Technology Transition:** The contractor will be evaluated on the degree of success achieved in the transition of various electro-optic technologies into DoD programs. The evaluation of technology transition will include actual transitions into DoD systems, improvements in the electro-optic industrial infrastructure and advancements achieved in electro-optic education/workforce initiatives. The contractor will be evaluated on how well they interact with Navy Program Offices and industry to expedite the transitioning of new electro-optic technologies into weapons systems.
- **Management Cost Control:** The contractor will be evaluated on how effectively work is managed to control or reduce administrative expenses as well as total subcontract costs.
- **Cost Sharing:** The contractor will be evaluated on the quality and quantity of cost sharing achieved.

The offeror shall address innovative methods to maximize the Navy return on investment with a major emphasis on affordability, life-cycle-cost, and transitioning technology to industry through; cost/risk sharing, leveraging, and minimizing administrative and facility infrastructure maintenance and indirect costs. Offerors will describe in detail their process for obtaining quality cost share to leverage Navy investment for technical work and discuss how incentives will be utilized to attract and motivate project performers to improve the Government's Return On Investment (ROI), including:

- Elements
- Evaluation Metrics
- Weighting of Pool

in determining any Award Fee performance incentive to be allocated to technical performers and/or subcontractors.

### **3. Commitment to Small Business (contract wide) Section**

Note: This section is applicable to all offerors including small businesses, education institutions and nonprofits. Any offeror who fails to address this section may be considered "non-responsive" to the solicitation and may not be considered for award.

Under this solicitation, Offeror's are strongly encouraged to provide meaningful small business opportunities to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran-owned small

businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions.

(a) Each offeror, including non profits, education institutions, and small businesses, is required to submit its “Commitment to Small Business Statement and Offer” document. This document shall provide a narrative that describes the offeror’s intent and commitment to the use of small and small disadvantaged businesses in conducting the tasks under an order. Specifically, the “Commitment to Small Business Statement and Offer” should address the following\*:

(i) The extent to which such firms, (i.e., small, HUBZone small, small disadvantaged, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions) would be used to perform tasks outlined in Section C;

(ii) The extent of commitment to use such firms for subcontracting opportunities;

(iii) The complexity and variety of the work small firms are to perform;

(iv) Offeror’s past performance on utilization of small business concerns in contract performance (as identified in the Commitment to Small Business Statement and Offer)

\*NOTE- Where no subcontracting of the outlined tasks are anticipated, the Offeror should indicate how these commitments are being handled within its own internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items)

(b) Pursuant to FAR 52.219-9, large businesses and non-profit entities are required to submit a small business plan, which shall apply to all subsequent orders. If the Federally mandated goals cannot be met, the large business shall provide an explanation as to why these goals cannot be met.

(c) The following link provides guidance and information regarding ONR small business plans and commitment: <http://www.onr.navy.mil/osb/>

## **L.19. INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted via e-mail to the Contracting Office specified in Block 7 of the Standard Form 33, Solicitation, Offer and Award, no less than fifteen (15) days before closing. The Government will not consider questions received after that date. Offerors may not direct questions concerning this RFP to technical personnel at the Office of Naval Research.

## **L.20. BID AND PROPOSAL COSTS**

The Government shall not reimburse, as a direct cost, the Offeror's bid and proposal costs associated with proposals under this solicitation.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. Evaluation Criteria**

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, cost and other factors considered. Proposals will be evaluated in accordance with the following criteria (These eight criteria are listed in order of importance)

The Offeror's technical capability (as measured by the Technical Factors) is substantially more important than the Non-Technical factors. The first four Technical Capability factors (Technical Understanding, Management, Staff Qualifications and Organizational Past Performance) are of equal importance, while the last factor (Corporate Facilities) is less important than any of the first four factors.

The Non-Technical Factors are substantially less important than the Technical Factors. The first two Non-Technical Factors (Cost and Award Fee Plan) are of equal value, and each is significantly more important than Commitment to Small Business.

#### **TECHNICAL FACTORS:**

- (1) Technical Understanding
- (2) Management
- (3) Staff Qualifications
- (4) Organizational Past Performance
- (5) Corporate Facilities

#### **NON-TECHNICAL FACTORS:**

- (6) Cost
- (7) Award Fee Plan
- (8) Commitment to Small Business

#### **M.1.1 TECHNICAL FACTORS**

(a) Technical Understanding will be evaluated based on the following:

- i. The Offeror's depth of understanding of the development and deployment of advanced electro-optic technologies.
- ii. Proposed methodologies for the transition of electro-optics technologies from research to manufacturing.

iii. Proposed technical approaches to the efficient transition of electro-optic technologies into government applications.

iv. Demonstrated understanding of conduct of Center Operations.

(b) Management will be evaluated based on the following:

i. How the proposal reflects that specific tasks will be performed, analyzed, resourced, and managed to ensure quality performance in a timely and efficient manner.

ii. How the proposal demonstrates availability of, and a sound approach to, management of personnel and organizational resources required to meet the task requirements.

iii. Viability of offeror's team management process for evaluating, prioritizing and selecting electro-optics technology needs along with timely submission of recommended projects for approval by the government. Includes offeror's experience and track record of working with government program offices and industry to identify needs.

iv. How the proposal demonstrates a viable approach for assuming responsibility for on-going projects upon assumption of management responsibilities from the current Electro-Optics Center of Excellence. This should include a discussion of how technical risk and program disruption will be minimized during the transition.

v. How the proposal demonstrates an effective use of an earned value management system (EVMS) as an internal planning tool that will help both the contractor and the Navy to maintain performance, cost and scheduling control. The proposed EVMS will be evaluated on how well it is tailored to the overall work of the EOMTC and the individual tasks to be pursued.

vi. How the proposal demonstrates an effective project identification process, the method of identifying and prioritizing Electro-optics technology needs that support Navy acquisition programs either directly or through improving and transitioning commercial practices.

(c) Staff Qualifications will be evaluated based on the following:

i. Recent and relevant experience in and knowledge of Navy electro-optics MANTECH initiatives.

ii. Capabilities for the operation and management of the Electro-Optics Manufacturing Technology Center.

iii. Capabilities for project selection and prioritization of electro-optic MANTECH and related development projects based on Navy needs.

- iv. Capabilities in promoting an educated electro-optic technology workforce.
- v. Availability of qualified technical and management personnel to support these initiatives in a timely and cost-effective manner.
- (d) Organizational Past Performance will be evaluated based on the following:
  - i. Past performance on similar projects in terms of technical accomplishments, turnover rates, on-time completions and cost control.
  - ii. The extent, depth and quality of recent corporate experience in performing similar work for ONR or in an environment similar to ONR.
- (e) Corporate Facilities will be evaluated based on the demonstrated adequacy of its physical facilities and resources relevant to the effort to be performed, including descriptions of the following:
  - i. Equipment and storage space.
  - ii. Classified and Unclassified Meeting Spaces.

## **M.1.2 NON-TECHNICAL FACTORS**

### (a) Cost Proposal

#### (1) Rate Structure Section

The Rate Structure Section will be evaluated based on reasonableness and realism of the proposed labor categories, the hourly labor rates and indirect rates.

#### (2) Order 0001 Cost Proposal Section

The Order 0001 Cost Proposal Section will be evaluated based on the reasonableness and realism in relationship to the stated requirements outlined in the Statement of Work and Attachment 2 (Current Technical Projects Process Plan) and the likelihood of achieving the Government's Goal for EOMTC management costs to be less than 20% of total non-Management (Technical Project) Costs.

### (b) Award Fee Plan

The offeror's Award Fee Plan will be evaluated as to the likelihood of success, through the use of incentives, in maximizing;

- On-time completion of technical milestones and report submission
- Quality, thoroughness, accuracy and technical merit of all work performed
- Technology Transition into DoD programs including actual transitions into DoD systems, improvements in the electro-optic industrial infrastructure, and advancements achieved in electro-optic education/workforce initiatives through interaction with Navy Program Offices and industry

- Management Cost Control to increase the Navy return on investment with a major emphasis on control/reduction of administrative and facility infrastructure maintenance costs as well as total subcontracting costs.
- Cost/Risk sharing and leveraging to improve affordability and reduce life-cycle-cost.

(c) Commitment to Small Business

(1) The offeror will be evaluated for its overall commitment to provide for meaningful work to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions. This includes:

(i) The extent to which such qualifying small businesses and educational institutions are specifically identified in the proposal;

(ii) The extent of commitment to use such entities. In cases where no subcontracting of the outlined tasks is anticipated, the Offeror should note any other possible opportunities that may exist for using these entities in its own internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items);

(iii) The complexity and variety of the work small firms are to perform;

(iv) The extent of participation of such firms in terms of the value of the total acquisition;

(v) Offeror's past performance on utilization of small business concerns in contract performance (as identified in the Commitment to Small Business Statement and Offer)

(2) The Small Business Subcontracting Plan submitted by large businesses and non-profits for the contract under the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) will be evaluated to see whether it includes at least the congressionally mandated goals of twenty-three percent (23%) for small business concerns (including HUBZone small business concerns), five percent (5%) for small disadvantaged business concerns, five percent (5%) for women-owned small business concerns and three percent (3%) for service-disabled veteran small business or includes a detailed explanation as to why these goals cannot be included in the plan.

## **M.2 BASIS FOR AWARD**

Award will be made to that offeror whose proposal is determined to be most advantageous to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low cost offeror. Because technical considerations are more

important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

**STATEMENT OF WORK  
FOR  
THE NAVY'S ELECTRO-OPTICS MANUFACTURING TECHNOLOGY CENTER**

**1.0 SCOPE**

This Statement of Work (SOW) identifies the major tasks to be performed under Order 0001 in the management, administration and technical oversight of the Electro-Optics (E/O) Center activity,

The contractor for this effort, in conjunction with various industry and academic team members/partners/subcontractors, will meet the Navy's needs through operation of an Electro-Optics Manufacturing Technology Center (EOMTC) that optimizes communication and performance through structured government/industry interfaces and brings together the organizations, resources and processes to efficiently meet the Navy MANTECH program requirements.

The contractor will serve as the lead in developing solutions to the manufacturing issues and requirements provided to it by the Navy's Manufacturing Technology Project Development and Selection Process by utilizing the team members' expertise in providing the required solution to E/O manufacturing problems.

**2.0 BACKGROUND**

The Navy has a continuing need for an Electro-Optics Manufacturing Technology Center. The Electro-Optics Manufacturing Technology Center (EOMTC) is a center of excellence (COE) dedicated specifically to electro-optics (E-O) science and technology, manufacturing technology, technology transfer, the United States E-O industrial base improvement and E-O education/workforce development. The primary focus of the EOMTC is to expedite the transition of electro-optic technology into Navy and DoD applications.

**3.0 OBJECTIVE**

The EOMTC (hereinafter, the contractor) shall be the center of expertise for the following electro-optic technologies and related subjects:

- Materials
- Fiber optics
- Photonics/optoelectronics/optical communications
- Displays
- Infrared components
- Lasers/laser diode arrays
- Night vision
- Education/workforce development
- Manufacturing technology/infrastructure

**4.0 REQUIREMENTS:**

**4.1 (Task 1)**

The contractor shall provide both the technical and administrative support needed for the efficient operation of the EOMTC.

#### **4.2 (Task 2)**

The contractor shall provide quarterly reviews for the evaluation of the EOMTC's technical and financial progress.

#### **4.3 (Task 3)**

The contractor shall assist the government in planning and executing new manufacturing technology or development initiatives. Programmatic support (briefings, cost estimates, reporting) in connection with these initiatives shall also be provided.

#### **4.4 (Task 4)**

The contractor shall award and manage technical projects approved by the ONR Program Officer. These projects will most likely be contracts with industry or internal projects within the EOMTC. Each project shall be initiated under a three-step process. In step 1, the Navy will issue a Project Development Request. In step 2, the contractor will submit a program plan to the Navy for approval. This plan shall include: objectives, benefits, schedules, costs, and technology transition and deployment strategies. The contractor shall develop incentives for all subcontracted projects. Incentives should be tailored to the nature of the work to be performed (See Award Fee Plan, Attachment Number 5). In step 3, upon approval by the ONR Program Officer, the Contracting Officer will negotiate/award a delivery order for performance of the approved Project.

#### **4.5 (Task 5)**

The contractor shall undertake a continuous project selection process in which military requirements for electro-optics technology are prioritized so that resources can be properly allocated. This project selection process shall be based on interactions between EOMTC and various Systems Commands program offices (Program Executive Offices, Program Management Offices, etc.). The contractor shall assist in identifying and prioritizing the Government's needs for electro-optics technology and match these needs to recommended development programs, manufacturing technology programs or other proposed solutions.

#### **4.6 (Task 6)**

The contractor shall assess U.S. industrial manufacturing capabilities for, and affordability of, various electro-optic technologies and recommend programs to improve the industrial base. The contractor shall promote new manufacturing technology initiatives that improve the competitiveness and responsiveness of the electro-optics industrial base.

#### **4.7 (Task 7)**

The contractor shall provide technical assessments and recommendations on specific electro-optic technologies as required by the Government. Reports delivered to the government shall include independent analyses and specific recommendations by the contractor. The contractor shall avoid any conflicts of interest and act as an independent advisor (honest broker) to the government. As a result of such in-house support, the contractor may be ineligible on Organizational Conflict of Interest (OCI) grounds from performing the actual development work on the recommended technologies.

#### **4.8 (Task 8)**

The contractor shall provide support for special projects as required. This effort includes executing Rapid Response projects to quickly meet emergent Navy requirements. These Rapid Response projects will be executed in accordance with the MANTECH process in effect on the date the project is initiated.

#### **4.9 (Task 9)**

The contractor shall actively participate in industrial/professional associations/societies and working groups dedicated to electro-optics technology in order to advance the Government's critical electro-optic Manufacturing Science and Technology and promote U.S. preeminence in all areas of electro-optics.

#### **4.10 (Task 10)**

The contractor shall create innovative strategic relationships between industry, universities and government laboratories/centers in order to:

- Expand the E-O technology database through dissemination of R&D results.
- Improve E-O education / develop an educated workforce
- Accelerate technology transfer from research to products.
- Provide a positive influence on national strategic industrial planning in electro-optics R&D and commercialization.

#### **4.11 (Task 11)**

The contractor shall develop and institute an in-house Earned Value Management System (EVMS) to help the Navy program manager measure performance and affect corrective actions as needed for each of the foregoing tasks. The EVMS shall analyze the expenditure of funds in light of work accomplished and quantify technical problems in terms of cost and schedule. Favorable and unfavorable cost and/or schedule variances that exceed  $\pm 20\%$  shall be identified and reported along with proposed corrective actions. The contractor shall generate a Work Breakdown Structure (WBS) using MIL-HDBK-881 and DI-MGMT-81334 as guides. The WBS shall represent all work under the contract (including all subcontracted work). The contractor shall implement a financial management system that can accurately track expenditures.

### **5.0 DATA REQUIREMENTS**

Data requirements are specified in the Contract Data Requirements List (Exhibit A, DD Form 1423) and as follows.

#### **5.1 Monthly Status/Financial Reports shall include the following:**

- a. Cover page (title and date)
- b. Table of contents
- c. Executive summary/recommendations based on independent analyses/assessments
- d. EOMTC (in-house) activities report by task
- e. Technical progress report (include stand-alone sections for each individual project)
- f. Expenditures, cost share and financial status report (include stand-alone sections for each project as well as EOMTC (in-house) activities)
- g. Gantt chart showing schedules/progress
- h. Major activities for the next month

#### **5.2 Technical Project Final Reports shall include the following:**

- a. Cover page (title and date)
- b. Abstract

- c. Table of contents
- d. Objective
- e. Results
- f. Conclusions / recommendations based on independent analyses/assessments
- g. Transition/deployment progress/status
- h. References

**5.3 Briefings, Presentations, Conference, Workshop, Meeting Documentation shall include the following:**

- a. Electronic and hard copies of all presentations made during ONR reviews.
- b. Hard copies of all other presentations by the EOMTC and its subcontractors.
- c. Contractor format acceptable.

**5.4 Annual Technical Report shall include the following:**

- a. Summary of all work performed during the past year.
- b. A detailed plan for work to be undertaken during the following year.
- c. Contractor format acceptable.

**5.5 Earned Value Management Reports shall include the following:**

- a. Earned Value Management reports apply to subcontracted work only.
- b. Favorable/unfavorable cost/schedule variances for subcontracted work that exceed  $\pm$  20% shall be reported along with proposed corrective actions.
- c. Monthly reporting shall be in accordance with DI-MGMT-81467.

**5.6 Final Report shall include a summary of all work completed during the contract including, at a minimum, the following:**

- a. A summary of all in house work performed during the contract period.
- b. A summary of all subcontracted work performed during the contract period
- c. An accounting of all expenditures by task and by sponsor.
- d. Contractor format acceptable.

## **CURRENT TECHNICAL PROJECTS PROCESS PLAN**

### **1.0. DEVELOPMENT AND AUTHORIZATION**

The development and authorization of the Technical Projects Process Plan is described in this section. This is followed by the description of the post-authorization phase in Section 2.0.

#### **1.1. ACRONYM DEFINITIONS**

ACO - Administrative Contracting Officer  
CNR - Chief of Naval Research  
COE - Center of Excellence  
EOMTC - Electro-Optics Manufacturing Technology Center  
DIR - EOMTC Point of Contact for COR  
PCO - Procuring Contracting Officer  
PDR - Project Development Request  
PO - ONR Program Officer  
PPD - Program Planning Document  
TA - Technical Assistant to ONR

#### **1.2. SOLUTION PROCESS DESCRIPTION**

The general solution process is initiated by an issue sheet that identifies the problem(s) and stakeholder(s) affected, specifies the technology or system and its application to the stakeholder project, and then describes the issues and desired outcome.

##### 1.2.1. Issue sheet, PPD, PDR, and project plan

Issue sheets will be delivered to the EOMTC by the PO. The EOMTC will assist as requested, and will bring state of the art/market information to the process. The EOMTC will coordinate development of a PPD with teaming partners and Navy points of contact as approved by the PO. The PO develops a PDR for each issue as authorized by the ONR MANTECH Director. Upon approval from the ONR MANTECH director, the PO issues the PDR to the COE and the development of the project plan is initiated by the EOMTC.

##### 1.2.2. Project Plan Preparation and Approval

The EOMTC will prepare a project plan for each proposed project approved by the PO through the EOMTC project solicitation, selection and prioritization process. The plan should contain the background and need, technical approach, statement of work, schedule, team members and role of each, milestones with completion criteria, deliverables, technology transfer and deployment plan, commercialization plan, schedule and detailed cost proposal including cost share incentive plan. The resulting plan will be submitted to the PO for review. The PO will review and negotiate, as appropriate, the technical content, cost, schedule, and deliverables. Upon completion of the review and negotiations, the PO will submit the proposed project plan to the Procuring Contracting Officer for negotiation/award of an Order. Upon completion of the cost realism analysis, the PCO will recommend PO approval. The PO will notify the DIR and the PCO of approval. Work on the project may start on the date of PO approval as long as funding has been made available.

### 1.2.3. Incorporation of Approved Project

Upon the issuance of an Order for the proposed/approved project, by the PCO, the start date, end date etc..... will be as set forth in the Order.

## **2.0. EXECUTION/ADMINISTRATION/INVOICING PROJECT PROCESSES**

### 2.1. Project Initiation Process Description

Following notification of approval of the project plan, the EOMTC will negotiate subcontract(s) as necessary with the designated member(s) consistent with the approved project plan. At this point the EOMTC may hold a Kick-Off meeting at the PO's discretion. It is the responsibility of the EOMTC to comply with the terms and conditions of the Order and to ensure execution in accordance with the approved project plan.

### 2.2. Project Performance Process

The project performance process will be in accordance with the individually approved project plan as set forth in the Order. Costs will be incurred and performance evaluated relative to the project plan with reviews as scheduled by the approved project plan. The performance review process will evaluate technical progress, cost and schedule of the project. Progress reports for each Order/Project will be generated. These reports will be integrated into the overall program quarterly status and financial report that will be provided to the PO. The quarterly financial report will contain Contractor's Cost Share status for each Order/Project, if applicable.

### 2.3 Project Management Process

The project management process will be structured by the EOMTC to meet the requirements of the project plan and the Order. The EOMTC will review technical performance, status reports and expenses and compare to the project plan. The EOMTC, as required in the project plan, will schedule formal reviews. Technical and/or funding revisions to previously approved projects must be submitted in writing with detailed supporting documentation to the PO for approval prior to any revision taking place. The PO will make a determination concerning the change and, if required, the PCO will issue a modification revising the approved project.

### 2.4. PO Responsibilities - Project Management Process

The PO will use the Quarterly Status Report discussed in Section 2.2 above, among other information, as input for his assessment of compliance. The PO will notify the contractor of any non-compliance or unsatisfactory execution.

## **ATTACHMENT (4): KEY PERSONNEL REQUIREMENTS FOR ORDER 0001**

### **Electro-Optics Manufacturing Technology Center Director – Key Position**

Minimum qualifications for this position:

- A technical BS degree from an accredited university and 10 years of experience in managing technology development programs.
- Experience in and a broad understanding of electro-optics development and manufacturing.
- Experience in identifying technology needs and technology transition.

### **Electro-Optics Manufacturing Technology Center Technical Director – Key Position**

- A technical BS degree from an accredited university and 5 years of experience in the development or manufacturing of electro-optic technologies.
- A minimum of 5 years of engineering management experience.
- Experience in identifying technology needs and technology transfer.

### **Electro-Optics Manufacturing Technology Center Business Manager – Key Position**

- A Bachelors degree from an accredited university and 5 years of experience in managing government-funded programs.
- Experience in developing administrative policies and procedures appropriate for the management of government contracts.
- Experience in business and financial management.
- Experience in pricing, work breakdown structures, spending plans and financial tracking.
- Experience in developing and defending budgets in support of government programs.

## INSTRUCTIONS FOR PREPARING COST PROPOSALS FOR CONTRACTS AND AGREEMENTS

1. Offerors should:

a. Provide these instructions to all lower tier offerors. Proprietary data from lower tier offerors may be submitted directly to the Government in accordance with instructions contained in the announcement.

b. Furnish Tables 1 and 2 for the entire performance period (supported by rationale required by paragraph 2) in both hard copy and on a CD, Microsoft Word/Excel or compatible file(s), to include all cell formulas. Include a separate Cost Element Summary for each option proposed.

c. Provide the following information as the first page of the budget for the entire period of performance, including any options.

- i.\* Name, title, telephone and fax numbers and e-mail address of offeror's business and technical points of contact,
- ii. Amount budgeted/proposed for basic effort and each option (Government and Offeror Share if applicable);
- iii.\* Name, address and telephone number of the cognizant contract administration and Defense Contract Audit Agency offices, if known;
- iv. Name, title, and signature of authorized representative; and
- v. Date offer is submitted.
- vi. Broad Agency Announcement or Other Solicitation Number under which the proposal is submitted.

\* If proposal is to be awarded on a consortium basis, provide this information for each member of the consortium and include a copy of the signed Articles of Collaboration. Awards to consortiums cannot be made until Articles of Collaboration have been signed by all members contributing efforts to or receiving funds from the award.

2. Submit the proposal, organized as discussed below. The cost proposal is not restricted in length and shall provide cost information for all performance periods. Certified cost or pricing data may be required for awards over \$550,000.

**Section 1 - Total Cost Summary.** This section should include all of the proposed costs of the project, including Government or Offeror cost sharing if applicable. (See Section 2 below for additional information.) Identify when the offeror's fiscal year begins and ends. Submit a cost element summary by major cost element for the basic period of performance and each option proposed using the format in Table 1. The detail required for each of the major cost elements is described below. Address all elements of cost applicable to the proposed effort and provide a narrative to support costs included in Table 1.

**a. Direct Labor.** Show each category of direct labor proposed on a separate row. In supporting rationale, identify the source and explain the derivation of the labor rate proposed for the first year in each labor category, and explain the methodology used to project each rate for subsequent years. Note: If temporary or part-time labor is proposed, explain the differences between the rates of pay for full-time and temporary or part-time workers and the impact of those differences on the direct rates proposed. Identify all uncompensated labor (straight time and/or overtime) included in this cost element, and explain the impact of uncompensated time on the direct rates proposed. Show hours proposed for each labor

category by year/rate. For new or unfilled positions, a historical average, signed offer sheet, or description of the labor category sufficient to allow comparison to salary surveys should be provided.

**b. Indirect Cost Rates and/or Factors.** Identify **all** indirect cost rates (such as, fringe benefits, labor overhead, material overhead, G&A, etc.) and their applicable allocation bases. If composite rates are used, provide the calculations used in deriving the composite rates. Identify the basis of proposed rates (e.g., Forward Pricing Rate Agreement and date of agreement, bidding rates and the date of submission or actual rates used and the effective date, billing rates and the date of approval, etc.).

**c. Subcontractors/Interorganizational Transfers (IOTs), and Consultants.** Obtain cost proposals from each subcontractor and IOT using the same cost breakout required for Table 1. Using Table 2, provide a list of anticipated subcontractors, IOTs, or consultants. Perform and provide evaluation results of cost/price analysis of subcontract and IOT proposals. If decrement factors are used, explain their development and application. Substantiate the need for and cost of proposed consultant services. If the subcontractor is not yet determined, the proposal must include a list of the tasks to be performed, an explanation of the method used to estimate the subcontract price, and the reason proposals/quotes cannot be requested/provided at this time.

**d. Materials, Equipment, Travel, and Other Direct Costs (ODCs).** Separately identify costs for travel, material and other direct costs required to perform the basic effort and each option. Provide a breakout of travel costs for each year including the purpose and number of trips, origin and destination(s), duration, and travelers per trip. Provide an itemized, priced list of all proposed equipment, materials and supplies for each year and the basis of estimate (e.g., quotes, prior purchases, catalog price lists, etc.). Provide an itemized breakout and explanation of all other proposed ODCs by year.

**e. Cost of Money (COM).** Refer to FAR 52.215-16, Facilities Capital Cost of Money. Provide a schedule which contains proposed cost of money (COM) factors, if applicable, to include a display of all individual bases for the COM amounts. Submit a DD Form 1861 for each year.

**f. Profit/Fee (If applicable).** This section specifies the profit or fee percentage proposed and the base to which the rate applies. Any usual contract performance risk factors should be identified. Profit or fee is not allowed on direct costs for facilities, in cooperative agreements or other transaction instruments, or in cost-sharing contracts.

**Section 2 - Cost Sharing (If Applicable).** The solicitation will specify if cost sharing is required, at what level, and what types of resources can be counted. If required, proposals should contain information regarding the necessity for, sources, valuation and timing of the proposed cost sharing. Sunk costs generally cannot be counted as cost share.

**TABLE 1  
COST ELEMENT SUMMARY [SAMPLE]**

COST ELEMENT	Year 1			Year 2			
	BASE	RATE	AMT	BASE	RATE	AMT	TOTAL PROPOSED AMOUNT
DIRECT LABOR (List each direct labor category separately.)	Hrs	\$	\$	Hrs	\$	\$	\$
TOTAL DIRECT LABOR			\$			\$	\$
FRINGE BENEFITS	\$	%	\$	\$	%	\$	\$
TOTAL LABOR OVERHEAD	\$	%	\$	\$	%	\$	\$
SUBCONTRACTORS, IOTS, CONSULTANTS (List Separately)			\$			\$	\$
MATERIALS & EQUIPMENT			\$			\$	\$
MATERIAL OVERHEAD	\$	%	\$	\$	%	\$	\$
TRAVEL			\$			\$	\$
ODCs			\$			\$	\$
G&A	\$	%	\$	\$	%	\$	\$
IR&D/B&P	\$	%	\$	\$	%	\$	\$
SUBTOTAL COSTS			\$			\$	\$
COST OF MONEY (See DD Form 1861)			\$			\$	\$
TOTAL COST			\$			\$	\$
PROFIT/FEE	\$	%	\$	\$	%	\$	\$
TOTAL PRICE			\$			\$	\$
GOVERNMENT SHARE			\$			\$	\$
RECIPIENT SHARE			\$			\$	\$

**TABLE 2  
SUBCONTRACTORS/INTERORGANIZATIONAL TRANSFERS & CONSULTANTS  
PRICE SUMMARY**

LOWER TIER OFFEROR'S NAME	SOW TASKS PERFORMED*	TYPE OF AWARD	LOWER TIER QUOTED PRICE IF CONTRACT	LOWER TIER COST PROPOSED BY PRIME	DIFFERENCE, IF APPLICABLE
TOTALS					

\*Identify Statement of Work, Milestone or Work Breakdown Structure paragraph or provide a narrative explanation as an addendum to this Table that describes the effort to be performed.