

**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.

1. SOLICITATION NUMBER N00014-04-R-0012	2. (X one)	3. DATE/TIME RESPONSE DUE 14 JUL 2004, 1630 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

- 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.
- 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.
- 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.
- 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".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) OFFICE OF NAVAL RESEARCH ATTN: WADE WARGO, ONR 0251 BALLSTON CENTRE TOWER ONE, RM. 720 800 NORTH QUINCY STREET ARLINGTON, VA 22217-5660	5. ITEMS TO BE PURCHASED (Brief description) Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES) Technology Demonstration for DD(X)
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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.15) provided in a sealed envelope are due by 1630, Local Time on Wednesday, 14 JUL 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 the ONR website mentioned in the FedBizOpps announcement for information relating to an Industry Day Conference

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) WARGO, WADE, D.	b. ADDRESS (Include Zip Code) See Block 4
c. TELEPHONE NUMBER (Include Area Code and Extension) (703) 696-2574 (No Collect Calls)	d. E-MAIL ADDRESS wargow@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.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
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c. ACTION OFFICER

(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER N00014-04-R-0012	
DATE (YYYYMMDD)	LOCAL TIME

OFFICE OF NAVAL RESEARCH
ATTN: WADE WARGO, ONR 0251
BALLSTON CENTRE TOWER ONE, RM. 720
800 NORTH QUINCY STREET
ARLINGTON, VA 22217-5660

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9(U)	PAGE 1 of <u>80</u> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00014-04-R-0012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 14 JUN 2004	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.14) 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 4:30 p.m. local time local time 14 JUL 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 Wade Wargo	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS wargow@onr.navy.mil
		AREA CODE 703	NUMBER 696-2574	EXT.	

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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) (Signature of Contracting Officer)	27. UNITED STATES OF AMERICA	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.

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	Description	Minimum*	Maximum*
0001	Requirements definition, trade studies, system and subsystem designs, threat analysis, development, fabrication, system integration, test, demonstration, production engineering, preparation of production documentation and qualification testing, and production and testing of limited quantities of system/subsystems, i.e., Limited Rate Initial Production (LRIP), of a Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES) system for the DD(X) platform as described in Section C.	\$25,000.00	\$200,000,000.00

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 1) The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Statement of Work (Attachment Number 1) entitled "Multi Function Electronic Warfare/Electronic Warfare Support (MFEW/ES) Technology Demonstration for DD(X)" and the following paragraph(s). If there are any Contract Data Requirements, they will be specified in each order.
- 2) The purpose of this contract is to provide for an instrument under which orders can be issued for requirements definition, trade studies, system and subsystem designs, threat analysis, development, fabrication, system integration, test, demonstration, production engineering, preparation of production documentation and qualification testing, and production and testing of limited quantities of system/subsystems, i.e., Limited Rate Initial Production (LRIP) of a **Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES)** system for the DD(X) platform.

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 any ensuing order(s) will be accomplished by the Program Officer or authorized representative designated in each order.

SECTION F - DELIVERIES OR PERFORMANCE

The ordering period for this contract is from the contract award date (Block 20C of the Standard Form 26) through 5 years thereafter. Orders may be placed at any time during this ordering period. Orders awarded 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.

SECTION G - CONTRACT ADMINISTRATION DATA

The following paragraph applies to Cost-Plus-Fixed-Fee, Cost-Plus-Award-Fee, and/or Cost-Plus-Incentive-Fee orders:

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 4 copies, to the contract auditor at the following address:

Insert cognizant
Defense Contract Audit Agency
Address

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Program Officer identified in Section F. Following verification, the contract auditor 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.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(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",
_____ is required with each invoice submittal.
 X is required only with the final invoice.
_____ is not required.

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

1.2 Submission of Invoices Direct to Payment Office

(a) Pursuant to DFARS 242.803(b)I)(C), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit interim vouchers under this contract direct to the payment office shown in Block 12 of SF-26 instead of to the address shown in subparagraph (b) of section 1.1 above.

(b) Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor shown in subparagraph (b) of section 1.1 above. The final voucher shall be submitted to the Administrative Contracting Officer (SF-26 block 6) with a copy to the cognizant auditor.

1.3 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, 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 Section B, 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 Section B, in accordance with the contract clause FAR 52.216-18 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting 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 "Estimated Cost" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B 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 Section B 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 Section F of this contract. The remainder 25% of the fixed fee reserve will be released after completion of any final audits, submission of the final patent and royalty reports and if the contractor is not delinquent in submitting final vouchers for prior years' settlements.

The following paragraph pertains to Cost-Plus-Award-Fee and Cost-Plus-Incentive-Fee orders:

2. Cost Plus Award Fee or Incentive Fee Orders

Should a Cost-Plus-Award-Fee (CPAF) or Cost-Plus-Incentive-Fee (CPIF) order be selected under a given requirement, the delivery/task order solicitation will include the relevant award fee clause (referenced in Section I.2) or incentive fee clause (reference in Section I.3) in full text with the relevant incentive provisions selected for that requirement. The relevant CPAF clause, will include a description of how the Government will determine the fixed base fee and maximum award fee amounts for a given proposal and how the Government will evaluate the contractor's performance to establish the award fee amount. Unless otherwise provided in the award or incentive fee provisions in the delivery/task order, award or incentive Fee can not be invoiced by the contractor until the amount is determined/established under the schedule designated in the order.

The following clause pertains to Firm-Fixed-Price Orders:

3. SUBMISSION OF INVOICES (FIRM FIXED PRICE)

(a) The contractor shall submit original invoices with 4 copies to the Program Officer address identified in Section F, unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order.

(b) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(c) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract sub line item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(d) The contractor shall prepare:

_____ a separate invoice for each activity designated to receive the supplies or services.

_____ a consolidated invoice covering all shipments delivered under an individual order.

 X either of the above.

(e) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

The following paragraphs pertain to all Orders:

4. 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.

5. Acceptance of Deliverables and Payment

Upon acceptance of deliverables under this contract the Program Officer will complete the DD Form 250 furnished by the Contractor and forward it to the Payment Office designated in Block 12 of the Standard Form 26 of this contract, returning a copy to the Contractor.

6. 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 contact information is as follows:

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

Attn: Wade Wargo, ONR 0251
Email: wargow@onr.navy.mil
Telephone: (703) 696-2574

The Naval Sea Systems Command (NAVSEA) PCO or his/her duly authorized representative for the IWS-2 Program Office is also authorized to act as Ordering Officer for this contract. The NAVSEA PCO contact information is as follows:

Naval Sea Systems Command
1333 Isaac Hull Avenue S. E.
Washington Navy Yard, D.C. 20376

Attn: Leon Godfrey, SEA 02233

E-Mail: GodfreyLS@NAVSEA.NAVY.MIL
Telephone: (202) 781-2871

7. 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 – Wade Wargo, ONR 0251, (703) 696-2574, DSN 426-2574,
Email: wargow@onr.navy.mil

Inspection and Acceptance - By the Program Officer or authorized representation designated in each order.

Task Order Ombudsman (as per FAR 16.505(b)(5) and NMCARS 5216.505) – Mr. Charles Paoletti, ONR 02A, (703) 696-4606, DSN 426-4606

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.

8. 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 firm-fixed-price orders will be funded in accordance with the clause “Limitation of Government’s Obligation” (DFARS 252.232-7007), while incrementally funded cost reimbursement (CPFF, CPAF, or CPIF) orders will be funded in accordance with the clause “Limitation of Funds” (FAR 52.232-22) and either the ONR clause entitled “Allotment of Funds” or similar NAVSEA clause.

9. Type of Contract

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. **ONR 5252.235-9714 REPORT PREPARATION (FEB 2002)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904; Fax: 301-206-9789.]

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 is desired for a particular order under this effort, the Contracting Officer will include the clause in the relevant task/delivery order solicitation.

5. Warranties

A warranty clause may be considered for any orders for Low Rate Initial Production (LRIP). Should a clause be desired by the Government, it will be included in the applicable bilateral order.

6. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task 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 5 years thereafter.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order or task order and this contract, the contract shall control.

- (c) If mailed, a Task Order or task 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.

7. 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 from the same ordering office within the contract period that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

8. 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.

9. ORDERS

(a) General

Orders for research work 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) Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF) Completion, Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Incentive-Fee (CPIF) 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 FFP, CPFF Completion, CPAF, or CPIF 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 (FFP, CPFF Completion, CPAF, and CPIF) 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 FFP, CPFF Completion, CPAF, or CPIF 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 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 CPFF, CPAF, or CPIF 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 CPFF, CPAF, or CPIF 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 CPFF, CPAF, CPIF or FFP), 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 or profit, 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, the "Termination for Convenience of the Government (Fixed Price)" clause or the "Default (Fixed Price Supply and Service)" clause, whichever is applicable.

10. INDIVIDUAL TASK ORDERS

Since this is a multiple award solicitation, three or more contracts are anticipated to be issued under this effort. Each offeror receiving a contract will be given a fair opportunity, as prescribed in FAR 16.505(b), to submit a proposal for individual task/delivery orders. This competitive process will be simplified in order to facilitate the order process and prevent undue administrative burden upon the Contractor and the Government. The following sections include the procedures that will be used in issuing orders and the procedures and selection criteria that will be used to provide all awardees a fair opportunity to be considered for each order.

a. Orders

According to FAR 16.505, the Contracting Officer shall ensure that individual orders clearly describe all services to be performed or supplies to be delivered. The Contracting Officer shall ensure that orders are within the scope, period, and maximum value of the contract as stated in the Contract. Orders placed under the contract pursuant to this solicitation shall contain the following information:

- (1) Date of order.
- (2) Contract number and order number.
- (3) Item number, description and quantity.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information.

No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

b. Order Competition

The procedures for selecting awardees for the issuance of individual orders need not comply with the competition requirements of FAR Part 6. However, the Government will not use any method (such as allocation) that would not result in fair consideration being given to all awardees prior to placing each order. Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500 in accordance with the procedures specified in FAR 16.505(b).

The Government plans to provide for task order competition by sending all basic contract awardees via email any solicitations generated under this project. The Government reserves the right to modify these procedures when determined to be necessary and in the Government's best interest.

The Contracting Officer will use his/her best judgment to decide which Contractor represents the best value to the Government in the competition of individual orders. Evaluation factors for these task order competitions and their relative weights are discussed further below.

c. Evaluation of Individual Orders

After the placement of multiple award task order contracts is made, individual orders will be awarded to the responsible offeror whose task order proposal represents the best value to the Government. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following technical factors and subfactors:

- (1) Understanding of Requirements
 - (a) Understanding of Requirement and Demonstration of Capabilities
 - (b) Technical Approach/Management Plan
- (2) Staff Qualifications
- (3) Organizational Past Performance
 - (a) Quality and Timeliness of deliverables
 - (b) Cost control
- (4) Corporate Facilities

Factors 1 through 3 are equally weighted. Factor 4 is of less value than all other factors. Under Factors (1) and (3), the subfactors (a) and (b) are of equal importance. The four technical factors combined are more important than cost. Although cost is less important than all of the technical factors combined, it will not be ignored. The degree of its importance will increase with the degree of equality of the delivery/task order proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under the contract.

The Contracting Officer reserves the right to modify the above order evaluation criteria and weights to better suit the specific needs of each individual order. Any changes in the evaluation criteria shall be specified in the request for task order proposals.

SECTION I - CONTRACT CLAUSES

I.1 The following clauses pertain to orders issued on a Cost-Plus-Fixed-Fee basis.

Attention: Prime Contractors. If a sub-award is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>, click Contracts & Grants Icon. Click Model Awards Link. Click Section I clauses that flow-down to University subcontractors.

COST-PLUS-FIXED-FEE

(15 MAR 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

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.
- x (DD 250)
- xx Not applicable
- φ Small Business Exempt

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

**	FAR 52.202-1	Definitions (DEC 2001)
**	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 52.216-7	Allowable Cost and Payment (DEC 2002)
	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 (OCT 2000)
++	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 (JAN 2004)
**	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 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does not apply] [Alternate I applies when awarding a cost reimbursement contract for services]
	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) [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]
**	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (APR 2003)
	FAR 52.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (JUN 2003) 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) (SEP 1996)
	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 252.209-7000	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 (FEB 2003)

	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 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In paragraph (a), insert "XX", and in paragraph (c), insert "XX") (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)
X	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)
X	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)
X φ	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)
X φ	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)
X	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)
X	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
X	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
X	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)
	DFARS 252.201-7000	Contracting Officer's Representative (SEP 1999) (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)
X	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 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 2001) [(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)
X φ	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)

(C) COST-PLUS-FIXED-FEE-RESEARCH AND DEVELOPMENT CLAUSES

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)
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**	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)
	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 only apply when specifically marked with a check (x):

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)
X	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	
X	FAR 52.227-12	Patent Rights – Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
X	DFARS 252.227-7034	Patents – Subcontracts (APR 1984) (Applicable when FAR 52.227-11 applies)
X	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)

(D) COST-PLUS-FIXED-FEE SUPPLY CLAUSES

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Supply 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 52.211-5	Material Requirements (AUG 2000)
	FAR 52.222-19	Child Labor—Cooperation With Authorities and Remedies (Jan 2004)
	FAR 52.225-15	Sanctioned European Union Country End Products (FEB 2000)
	FAR 52.242-12	Report of Shipment (REPSHIP) (JUN 2003)
	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987)
	FAR 52.246-3	Inspection of Supplies – Cost Reimbursement (MAY 2001)
	FAR 52.246-16	Responsibility for Supplies (APR 1984)
	FAR 52.246-23	Limitation of Liability (FEB 1997)
	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)
	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 (APR 2003) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000)

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Supply Contracts only apply when specifically marked with a check (x):

	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (FEB 2002) (Applicable to contract which require a contractor to purchase supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled)
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E. ADDITIONAL CLAUSES

The following FAR and DFARS clauses apply in the situations specified after the clause.

FAR 52.246-8	Inspection of Research and Development -- Cost-Reimbursement (May 2001) (Applicable to Cost-reimbursement task orders in which the primary objective is the delivery of end items other than designs, drawings, or reports)
FAR 52.246-24	Limitation of Liability – High Value Items (FEB 1997) and Alternate I (Apr 1984) (This clause, rather than FAR 52-246-23, applies to high-value items required to be delivered under orders. A high-value item is defined for this contract as an item that has a unit cost exceeding \$100,000)
DFARS 252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (Applicable for contractors which have comprehensive subcontracting plans approved under the test program described in 219.702(a) (When applicable, the following clauses are self-deleting FAR 52.219-9, FAR 52.219-16, and DFARS 252.219-7003)
DFARS 252.225-7004	Reporting of Contract Performance Outside the United States (APR 2003)

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

For Cost-Plus-Award-Fee (CPAF) delivery/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.

I.3 The following clauses apply to orders issued on a Cost-Plus-Incentive-Fee basis.

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

Delete the following clause for CPIF orders:

FAR 52.216-8	Fixed Fee (MAR 1997)
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The following clause will be inserted in full text in a task order solicitation (and ensuing order awards) with the blanks in paragraph (e)(1) completed for a particular requirement:

FAR 52.216-10	Incentive Fee (Mar 1997)
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I.4 The following clauses apply to orders issued on a Firm-Fixed-Price basis.

Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>, click Contracts & Grants Icon. Click Model Awards Link. Click Section I clauses that flow-down to University subcontractors.

SECTION I - CONTRACT CLAUSES

(19 FEB 2004)

Firm Fixed Price (1)

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

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

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.
- x (DD 250)
- φ Small Business Exempt

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

**	FAR 52.202-1	Definitions (DEC 2002)
**	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 52.211-11	Liquidated Damages – Supplies, Services, R&D (SEP 2000) <i>(If liquidated damages are required under a given order, the amount in paragraph (a) shall be provided in the specific FFP task order solicitation)</i>
	FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
**	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)
	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 provisions of this Clause have been waived by a joint Determination and Findings for the prime contractor only. 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)
**	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 (OCT 2000)
++	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 52.222-3	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 52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2004)
	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 (JUN 2003)
	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JAN 2003)
	FAR 52.227-1	Authorization and Consent (JUL 1995) and Alternate I (APR 1984)
**	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
**	FAR 52.229-3	Federal State and Local Taxes (APR 2003)
	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 (FEB 2002) and Alternate I (FEB 2002) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a)(5)(i). [When Alternate I is applicable (a)(5)(i) does do not apply] [Use Alternate I when awarding a cost reimbursement contract for services]
	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (MAY 1999)
	FAR 52.233-1	Disputes (JUL 2002)
	FAR 52.233-3	Protest After Award (AUG 1996)
**	FAR 52.242-13	Bankruptcy (JUL 1995)
	FAR 52.242-15	Stop Work Order (AUG 1989)
	FAR 52.244-2	Subcontracts (AUG 1998)
**	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (APR 2003)
	FAR 52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989) and Alternate I (APR 1984) (As modified by DoD Class Deviation 99-00008 dated 13 July 1999)
**	FAR 52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels (APR2003)
	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 252.209-7000	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 (FEB 2003)
	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) (Applicability of Alternate determine by PCO in consultation with counsel)
	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 Submission of Payment Requests (MAR 2003)
	DFARS 252.242-7000	Post-Award Conference (DEC 1991)
	DFARS 252.243-7001	Pricing of Contract Modifications (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 2000)
**	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

The following FAR and DFARS clauses only apply when specifically marked with a check (x). 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 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In paragraph (a), insert "XX", and in paragraph (c), insert "XX") (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)
X	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)
X	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998) (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 52.225-8	Duty-Free Entry (FEB 2000) (Applies when supplies may be imported into the United States and for which duty-free entry may be obtained in accordance with 25.903(a), if the value of the acquisition exceeds \$100,000 or is \$100,000 or less, but the savings from the waiving the duty is anticipated to be more than the administrative cost of waiving the duty.
X ϕ	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)
X	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR

φ		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)
X	FAR 52.230-6	Administration of Cost Accounting Standards (NOV 1999) (Applicable if contract is subject to either clause at FAR 52.230-2, 52.230-3 or FAR 52.230-5)
X	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 52.245-9	Use and Charges (APR 1984) (DoD Class Deviation 99-00011, dated August 1999) (Applicable to contracts under which the Government will furnish property for the performance of the contract on other than on a rent-free basis.)
	FAR 52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984) (Applicable if contract is less than \$100,000 and contract is not research and development with an educational or nonprofit institution on a non-profit basis.)
	FAR 52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 1996) (Applicable if contract is more than \$100,000 and contract is not research and development with an educational or nonprofit institution on a non-profit basis.)
	DFARS 252.201-7000	Contracting Officer's Representative (SEP 1999) (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)
X	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 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 2001) [(Applicable if FAR Part 12 is not used,

		and are for supplies and services (not R&D) expected to exceed SAP thresholds) (This Final Rule replaces FAR 52.226-1 (JUN 2000) via DFARS Chg Ntc 20002531]
	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (JUN 1995)

C. FIRM FIXED PRICE RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price 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 52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984)
	FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alternate V (APR 1984)
	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
**	FAR 52.246-16	Responsibility for Supplies (APR 1984)
	FAR 52.246-23	Limitation of Liability (FEB 1997)
**	FAR 52.249-9	Default (Fixed Price Research and Development) (APR 1984)
	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 (APR 2003) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	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 Firm Fixed Price Research and Development Contracts only apply when specifically marked with a check (x):

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)
X	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	

X	FAR 52.227-12	Patent Rights – Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
X	DFARS 252.227-7034	Patents – Subcontracts (APR 1984) (Applicable when FAR 52.227-11 applies)
X	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)

D. FIRM FIXED PRICE SUPPLY CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price Supply 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 52.211-5	Material Requirements (AUG 2000)
	FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
	FAR 52.222-19	Child Labor—Cooperation With Authorities and Remedies (Jan 2004)
	FAR 52.225-15	Sanctioned European Union Country End Products (FEB 2000)
	FAR 52.232-1	Payments (APR 1984)
	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)
	FAR 52.232-11	Extras (APR 1984)
	FAR 52.242-12	Report of Shipment (REPSHIP) (JUN 2003)
	FAR 52.242-17	Government Delay of Work (APR 1984)
	FAR 52.243-1	Changes – Fixed Price (AUG 1987)
	FAR 52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
	FAR 52.246-16	Responsibility for Supplies (APR 1984)
	FAR 52.246-23	Limitation of Liability (FEB 1997)
**	FAR 52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (APR 2003)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (APR 2003) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000)

The following FAR and DFARS clauses for Firm Fixed Price Supply Contracts only apply when specifically marked with a check (x):

	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Service (FEB 2002) (Applicable to contract which require a contractor to purchase supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled)
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E. ADDITIONAL CLAUSES

The following FAR and DFARS clauses apply in the situations specified after the clause.

FAR 52.246-7	Inspection of Research and Development -- Fixed-Price (Aug. 1996)
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	(Applicable to fixed-price orders over the simplified acquisition threshold in which the primary objective is the delivery of end items other than designs, drawings, or reports)
FAR 52.246-24	Limitation of Liability – High Value Items (FEB 1997) and Alternate I (Apr 1984) (This clause, rather than FAR 52-246-23, applies to high-value items required to be delivered under orders. A high-value item is defined for this contract as an item that has a unit cost exceeding \$100,000)
DFARS 252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (Applicable for contractors which have comprehensive subcontracting plans approved under the test program described in 219.702(a) (When applicable, the following clauses are self-deleting FAR 52.219-9, FAR 52.219-16, and DFARS 252.219-7003)
DFARS 252.225-7004	Reporting of Contract Performance Outside the United States (APR 2003)

SECTION J - LIST OF ATTACHMENTS

- 1) Attachment Number 1 entitled, “Statement of Work: Multi Function Electronic Warfare/Electronic Warfare Support (MFEW/ES) Technology Demonstration for DD(X),” 4 pages.
- 2) Attachment Number 2 entitled, “Contract Security Classification Specification (DD Form 254),” 4 pages. *(This is an attachment to the solicitation that will not be included with a basic contract award. The DD254s will only be issued at the task order level.)*
- 3) Attachment Number 3 entitled, “Task Order 0001 Statement of Work: Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES) Integrated Product Team (IPT),” 2 pages. *(This is an attachment to the solicitation that will not be included with a basic contract award, but rather under an ensuing task order award.)*

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 (APR 2002)
ALTERNATES (I) (APR 2002)**

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 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)(1)(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 52.211-14 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.3. 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.4. 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.5. 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.6. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of **multiple-award Indefinite-Delivery/Indefinite Quantity (IDIQ) Task/Delivery Order Contracts** as a result of this solicitation.

L.7. FAR 52.216-27 -- Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under 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) Recompetition 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. 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.12. 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 Wade Wargo, ONR 0251, 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.13. GOVERNMENT-FURNISHED PROPERTY

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

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, dated 19 MAY 2004 for RFP N00014-04-R-0012
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. 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) Attachment Number 3 to this solicitation provides for the Task Order 0001 Statement of Work. Offerors must provide a Technical and Cost Proposal for this requirement to be

considered for award. The Task Order 0001 Technical Proposal shall be provided in Volume I and the Task Order 0001 Cost Proposal shall be provided in Volume II. (*Note: A Cost Proposal should not be submitted for any Sample Tasks described in Section L.16.(B)1.b.*)

- 3) Required Copies: 7 Paper & 1 CD ROM* of the Technical Volume
2 Paper & 1 CD ROM* of the Cost Volume

*The Technical Volume on the CD ROM should be in either pdf, MS Word, or compatible format. The cover sheet and any text for the Cost Volume on the CD ROM should be in pdf, MS Word, MS Excel, or compatible format. The cost breakout and cost summary for Task Order 0001 on the CD ROM should be in MS Excel or compatible format and include formulas and links (not simply hard inputs).

- 4) An Offeror may submit only one proposal under this solicitation. For large businesses, an Offeror will be defined at the level of operating segment or division, regardless of location.

5) Proposal Identification/Mailing - Each offeror should assign its own identifying number to its 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 (SF 33) and marked:

RFP No. N00014-04-R-0012
Closing Date: 14 JUL 2004
Attn: ONR 0251 WDW

6) Proposal Format and Length - Volume I format shall be on 8.5" x 11" pages using 1" inch margins, single line spacing, and 12-point font. The length of Volume I shall be no more than 50 pages, exclusive only of attached resumes and the segregable section for Commitment to Small Business. There is no page limit for Volume II. No video or audio tapes will be considered in the review process. The proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed firm-fixed-price for task order 0001.

- 7) Classified proposals must be appropriately marked and delivered.

8) No faxed or emailed proposals will be accepted.

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.

L.16. 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. The Offeror should closely read the top-level technical objectives contained in the AMRFC/EW Technology Transition Agreement (TTA) (U), signed December 2003, provided under separate cover, prior to the preparation of the technical proposal. This RFP is unclassified, but the technical objectives in the TTA are classified "SECRET" and therefore will be provided under separate cover. The TTA will only be provided to interested Offerors who have a SECRET facility clearance with SECRET safeguarding. The TTA will be mailed in hardcopy or on CD ROM to Offerors upon request via the following methods: Mail to Office of Naval Research, Ballston Centre Tower One, Attn: Wade Wargo, ONR 0251, 800 N. Quincy Street, Rm. 720, Arlington, VA, 22217-5660; Email to wargow@onr.navy.mil; or Fax to 703-696-0066. All requests should include RFP Number, Company Cage Code, Facility address, and Request Point of Contact information.

3. In the event there is a conflict between the language in the TTA and that in this RFP document, the language in the RFP shall take precedence. In the TTA, the numbers in the table take precedence over the numbers provided in the rest of the TTA.

4. 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.

5. The technical proposal should contain the following elements, which are discussed more fully in subsequent paragraphs:

- (a) Understanding of Requirement*
 - (i) Overall Project*
 - (ii) Task Order 0001 Technical Proposal*
- (b) Staff Qualifications* (Except for attached resumes)
- (c) Organizational Past Performance*
- (d) Corporate Facilities*
- (e) Commitment to Small Business

*Sections included in the 50 page limit

(B) Technical Proposal Elements

1. Understanding of Requirement

a) Overall Project

In this subsection the offeror provides a narrative of its understanding of and approach to ONR's overall requirements and goals under this contract. The offeror should describe in this section the extent of its capabilities within the context of the broad Statement of Work (Attachment Number 1) and the sample task descriptions described in paragraph b) below. At the minimum, the Offeror shall select at least one of the sample tasks in paragraph b) below in which to demonstrate its capabilities, but may select as many of the sample tasks to demonstrate

its capabilities that it can fit within the confines of the page limitations. The Offeror should provide a broad description of its intended technical approach to provide an overall MFEW/ES system, key subsystems, or integration work under any ensuing contract and, consequently, any delivery/task order awards. The offeror should also identify the specific process standards (e.g., software development, soldering, etc.) proposed for utilization in developing its system components. If the Offeror is teaming with other contractors, the capabilities of each team member (i.e., potential subcontractor) should be separately provided. This section should address goals in the AMRFC/EW TTA, dated December 2003.

The Technical Proposal should also describe how the contractor will provide for the following elements under an overall MFEW/ES system or subsystems under this effort. For Offerors proposing under the systems integration task only, the proposal should use the same format as below and describe the Offeror's plans to integrate the various subsystems of the MFEW/ES system, which provide for the following:

- (i) Modular Capability/Open Systems Architecture: Describe the system architecture addressing the requirement for a modular capability and open architecture that can support reduced cost and technology refresh. Describe the integration of modules/subsystems into a system capability that addresses platform mission and application of DD(X) as an element in the platform's concept of employment. The description should address how the proposed hardware and software architecture and proposed design supports the evolution of the system against new threats as well as the incorporation of new technologies and COTS upgrades. The system architecture should include both hardware and software functional descriptions.
- (ii) Environmental Requirements: Describe how the proposed design will be capable of meeting the environmental (electromagnetic, induced and natural environment) requirements in which the DD(X) is expected to operate.
- (iii) Logistics Requirements: The offeror should describe the design process that considers the reliability, maintainability, training, technical manuals, logistics, operability (HMI), safety, producibility, and quality into the design process. Describe how the proposed design including these factors impact existing DD(X) manning and support requirements. Describe the design requirements and specifications that will be implemented to address the MFEW/ES program objective to minimize the effort needed to transition the development system into limited production.
- (iv) Management Plan: Provide narrative of Offeror's plans to organize, staff, and manage the total project effort being proposed by the Offeror under this solicitation. This information should provide the Government with sufficient information to show that the offeror has the corporate systems, controls, processes, personnel, and facilities to fulfill the requirements for any resulting orders. No cost information shall be included in this section or anywhere in the technical proposal. The Offeror should also provide a description of the following items: how the management of the effort will be organized; description of work/services that are proposed to be provided by any consultants and/or subcontractors; how the quality and timeliness of work performance will be supervised and controlled; and how the Offeror will coordinate with the program officer. The contractor should describe the management methods, metrics, and tools to be used to plan, monitor, assess, and control performance, cost, schedule and risk. This section shall also provide any additional information not covered in a previous section that demonstrates how the Offeror is providing for an

affordable system/subsystems that can not only meet the goals in the TTA, but further demonstrate a high probability of decreasing system/subsystem costs through the TD and SDD phase by incorporating maturing technologies through technology spiraling and any other method. This section can also address the extent of the Government's data rights in a proposed system/subsystem. If the offeror is asserting restrictions on the Government's use, release, or disclosure of technical data or computer software delivered under this award in accordance with DFARS 252.227-7017, the offeror should describe the affect of those restrictions on the Government's ability to order a complete technical data package under this contract that would allow for a subsequent competitive solicitation for full rate production.

- (v) The offeror shall define the use of process improvement and performance measures for application in systems engineering and software development. This shall include a description of how the offeror meets the requirements of Capability Maturity Model Integration (CMMI) and identification of the level of compliance (i.e., 1-5).

b) Sample Task Descriptions

The following six Sample Task Descriptions demonstrate one way in which the procurement of the system/subsystems could be segregated and solicited. This segregation does not necessary represent the Government's plan to solicit the system after the award of contract vehicles, but rather is provided in order to allow offerors the ability to demonstrate their capabilities under a candidate set of major subsystems/tasks for this project.

i) High Band Receive Array Antenna Development

The Offeror shall develop a low-cost multifunction High Band (HB) Receive Array Antenna for the MFEW/ES program. This antenna shall be an electronically scanned array antenna that is operational over the High Band frequency range from F3 to F4. It shall be capable of supporting an instantaneous bandwidth of approximately X MHz. It shall be capable of supporting electronic warfare support (ES) functions including high probability of intercept/precision direction finding (HPOI/PDF), high gain/high sensitivity (HG/HS), and specific emitter identification (SEI). The antenna architecture shall scaleable so as also to be capable of supporting other RF functions including communications functions such as common data link (CDL). The antenna shall be capable of supporting multiple simultaneous independent beams. The antenna shall be compatible with digital subarray beamforming (see Sample Task 4 below). That is, access to the RF outputs of the antenna shall be provided at a subarray level. The antenna shall be capable of scanning beams to approximately 50° with respect to the array normal without grating-lobes. The array shall be capable of supporting multiple polarizations including, but not limited to, right-hand circular, left-hand circular, vertical, and horizontal.

The HB Receive Array Antenna shall provide for a direct connection to several individual antenna element output ports. These elements shall be configured in the form of a crossed interferometer used for emitter direction finding within the HPOI/PDF function. The (less than 10) elements that form the "horizontal" interferometer shall be called the azimuth interferometer, and the (less than 10) elements that form the "vertical" interferometer shall be called the elevation interferometer. The two interferometers shall have one element in common. The antenna element channels that are used for this HPOI/PDF crossed

interferometer need not necessarily be made available for other down-stream subarray processing for other RF functions.

The basic subsystems within the HB Receive Array Antenna shall include (1) the antenna unit, including all RF equipment from the antenna elements to the RF outputs, (2) the beam steering computer, (3) the power converter used to convert ship supplied three phase AC power to DC, and (4) the embedded controller (a single board computer) used to interface the HB Receive Array to the overall MFEW/ES system controller.

ii) Mid Band Receive Array Antenna Development

The Offeror shall develop a low-cost multifunction Mid Band (MB) Receive Array Antenna for the MFEW/ES program. This antenna shall be an electronically scanned array antenna that is operational over the Mid Band frequency range from F1 to F2. It shall be capable of supporting an instantaneous bandwidth of approximately X MHz. It shall be capable of supporting electronic surveillance functions including high probability of intercept - precision direction finding (HPOI/PDF), high gain/high sensitivity (HG/HS), and specific emitter identification (SEI). The antenna architecture shall be scaleable so as also to be capable of supporting other RF functions including communications functions. The antenna shall be capable of supporting multiple simultaneous independent beams. The antenna shall be compatible with digital subarray beamforming (see Sample Task 4 below). That is, access to the RF outputs of the antenna shall be provided at a subarray level. The antenna shall be capable of scanning beams to approximately 50° with respect to the array normal without grating-lobes. The array shall be capable of supporting multiple polarizations including, but not limited to, right-hand circular, left-hand circular, vertical, and horizontal.

The MB Receive Array Antenna shall provide for a direct connection to several individual antenna element output ports. These elements shall be configured in the form of a crossed interferometer used for emitter direction finding within the HPOI/PDF function. The (less than 10) elements that form the "horizontal" interferometer shall be called the azimuth interferometer, and the (less than 10) elements that form the "vertical" interferometer shall be called the elevation interferometer. The two interferometers shall have one element in common. The antenna element channels that are used for this HPOI/PDF crossed interferometer need not necessarily be made available for other down-stream subarray processing for other RF functions.

The basic subsystems within the MB Receive Array Antenna include (1) the antenna unit, including all RF equipment from the antenna elements to the RF outputs, (2) the beam steering computer, (3) the power converter used to convert ship supplied three phase AC power to DC, and (4) the embedded controller (a single board computer) used to interface the MB Receive Array to the overall MFEW/ES system controller.

iii) Analog Receiver Development

The Offeror shall develop a set of compact (e.g., form factor similar to the size of a VME 6U card), low-cost RF down-converters capable of tuning over the frequency ranges defined above for the MB and HB receive array antennas. The development of a single down-converter design that covers the entire frequency range from F1 to F4 is desirable, but

not required. The development of two down-converter designs, one for HB and one for MB, shall be accepted. Each down converter, or analog receiver, shall receive an RF input signal from an output port of a particular subarray (or element as in the case of HPOI/PDF) of the HB or MB Receive Array Antenna. The down-converter shall be capable of converting the RF received signal to an IF signal at its output. The analog receiver shall not significantly degrade the noise figure of the overall receive system. The analog receiver shall provide sufficient dynamic range such that the analog to digital converter (ADC) contained in the Digital Receiver (see Sample Task 4 below) sets the compression point of the receiver chain. The analog receiver shall have sufficient linearity so not too significantly degrade the linearity (e.g. - two-tone performance) of the overall receiver chain. The analog receiver shall provide sufficient filtering at its front end to minimize out-of-band interference. The analog receiver shall be capable of processing signals of up to X MHz of instantaneous bandwidth.

The basic interfaces to the analog receiver will include (1) tunable first LO signal input(s), (2) second LO signal input (possibly more than one frequency), (3) third LO signal input (if necessary), (4) RF input from receive subarray, (5) IF output signal, (6) the embedded controller (a single board computer) used to interface the analog receiver subsystem to the overall system controller, and (7) single phase AC power.

iv) Digital Receiver / Beamformer Development

The Offeror shall develop a set of compact (e.g. - form factor similar to the size of a VME 6U card), low-cost, FPGA-based, digital beamformer units. Each digital receiver/beamformer may consist of several cards if necessary. The basic functions of the digital receiver/beamformer include (1) analog to digital conversion of the IF signal from the analog receiver (see Sample Task 3 above), (2) digital filtering (including channel equalization) and conversion to baseband (I and Q signals), (3) application of several simultaneous sets of digital beam steering weights and summation with data from other subarray data for formation of multiple beams, and (4) distribution of beam data to appropriate down-stream processors. (Note that the beams referred to here are coupled to one another, and are not independent since they are all formed using the same RF input signal to the antenna.) The digital receiver / beamformer unit(s) shall be capable of digitizing the IF signal input with a maximum instantaneous bandwidth of X MHz. The digital beamformer shall be scalable and support a constant "beam-bandwidth product" of Y MHz-beams. That is, the product of the number of simultaneous beams and the instantaneous bandwidth of the signal of each beam shall equal a constant and each parameter shall be adjustable. The digital receiver, particularly the ADC, will set the dynamic range of the overall receive chain. Therefore, the ADC shall be selected to achieve the best tradeoff between sampling speed and effective number of bits, as well as linearity and spurious performance. The digital filtering and beamforming processing following the ADC shall not degrade the performance set the ADC.

The basic interfaces to the digital receiver / beamformer include (1) the IF analog input signals from analog receivers, (2) a clock signal, (3) the digital output beam data (these outputs shall be provided over a digital photonic link), (4) the embedded controller (a single board computer) used to interface the digital receiver/beamformer subsystem to the overall MFEW/ES system controller and, (5) single phase AC input power.

v) Electronic Surveillance Processor Development

The Offeror shall develop appropriate digital pre-processor hardware/firmware and post-processing software to support the three ES functions including HPOI/PDF, HG/HS, and SEI. These three functions are broken out below into subtasks.

Subtask a) HPOI/PDF and SEI Processor Development

The Offeror shall develop digital pre-processing hardware / firmware and post-processing software for the HPOI/PDF function. The pre-processing hardware shall consist of a set of compact (e.g. - form factor similar to the size of a VME 6U card), low-cost, FPGA-based digital receivers. The basic functions of the digital pre-processor include (1) reception and analog to digital conversion of the IF signal from the analog receivers dedicated to the azimuth/elevation interferometer elements in the receive array antenna, (2) digital filtering (including channelization), (3) detection of pulses in each channel, (4) measurement of several pulse parameters including special processing for specific emitter identification (SEI), (5) determination of angle of arrival for each pulse and (6) generation of a pulse descriptor word (PDW) for each received pulse that is output over a digital photonic link to the MFEW/ES general purpose computer for post-processing.

The Offeror shall additionally develop post-processing software for the HPOI/PDF function. The post-processing software shall be consistent with the MFEW/ES open system architecture and shall include software for the HPOI/PDF function queue manager (FQM), or scheduler, the HPOI/PDF function graphical user interface (FGUI), or display, and the HPOI/PDF digital signal processor (DSP) components. The HPOI/PDF shall include software for pulse deinterleaving, emitter library correlation, and emitter tracking.

Subtask b) HG/HS Processor Development

The Offeror shall develop digital pre-processing hardware / firmware and post-processing software for the HG/HS function. The HG/HS pre-processing hardware shall receive its input from the output of the digital beamformer (see Sample Task 4 above) over a digital photonic link. The pre-processing hardware shall consist of a set of compact (e.g. - form factor similar to the size of a VME 6U card), low-cost, FPGA-based digital receivers. The basic functions of the digital pre-processor include (1) digital filtering, (2) detection of LPI and other signals of interest, (3) measurement of several signal parameters, (4) determination of angle of arrival for each signal and (5) generation of a signal descriptor word (SDW) for each received signal that is output over a digital photonic link to the MFEW/ES general purpose computer for post-processing.

The Offeror shall additionally develop post-processing software for the HG/HS function. The post-processing software shall be consistent with the MFEW/ES open system architecture and shall include software for the HG/HS function queue manager (FQM), or scheduler, the HG/HS function graphical user interface (FGUI), or display, and the HG/HS digital signal processor (DSP) components. The HG/HS shall include software for signal deinterleaving, emitter library correlation, and emitter tracking.

vi) System Engineering, System Architecture and System Integration & Test

During the Technology Development (TD) Phase and extending into the System Development and Demonstration (SDD) Phase, there is a requirement for a lead organization to have responsibility for systems engineering, system architecture and system integration and test. For the MFEW(ES) program this responsibility will be held collaboratively between the government and industry. Under the TD Phase of this sample task, the government (NRL) will be the lead activity and during the SDD Phase industry will have the lead responsibility. Early on in the program for this sample task, a contractor will be selected to support the Navy in these tasks during TD. That contractor will then be given lead authority with the commencement of SDD and will be the primary interface to the government for matters relating to the MFEW(ES) system. Offerors proposing to this sample task should provide for its methodology/plan of execution for both the TD and separately for the SDD phase. The offeror of this task shall be required to perform efforts associated with systems engineering, systems architecture and system test and evaluation. Efforts representative of but not limited to those required of the offeror are:

- Detailed architecture design that meets performance, cost and schedule requirements
- Description of the component elements needed to achieve RF intercept /detection to pulse/emitter processing, and display /control functions
- Allocation of MFEW(ES) functions to hardware and software
- Justification that the appropriate design will be implemented based on an analysis of alternatives which includes both new and legacy technology approaches
- Description of how the proposed architecture addresses the capability to incrementally develop high-level ES functions e.g., HPOI, PDF and HGHS (i.e. basis for incremental development if needed based on available funds, technology maturity, and schedule requirements).
- Definition of the maturity level of hardware and software components comprising the proposed architecture
- Description of the functions required to coordinate the activities of associated contractors and Navy lab activities that provide component elements to the proposed architecture
- Description of the development strategy to mitigate program risks
- Description of DDX interfaces required to meet both MFEW and DDX requirements to include combat system interfaces, navigation, timing and other ship services needed to install the system on DDX.
- Definition/development/integration/test (including end-to end at-sea testing) of hardware and software components that are required to fully demonstrate the capabilities of the MFEW (ES) system to meet the requirements for DDX installation
- Recommendations and guidance concerning the program structure and processes needed for a smooth transition of effort from the TD phase to the subsequent SDD Phase
- Collaboration with all MFEW (ES) system contractors to define all hardware and software interfaces including interface control documents (ICDs) that

- define hardware interfaces, application programmer interfaces (API), and system functional flow diagrams (FFD) and component allocation diagrams.
- Description of how the proposed architecture including identified software and hardware complies with DoD's Modular Open System Approach requirements
- Definition and allocation of system architecture and design features (e.g. reliability, maintainability, diagnostics, BIT/CAL functions, HMI, installation etc.)

The offeror is encouraged to make recommendations concerning how best to structure the efforts of this task to assure successful accomplishment of the integration of MFEW(ES) with DD(X), mitigate program risk, minimize life cycle costs and assure a smooth transition of management functions from the TD Phase to the SDD Phase..

c) Task Order 0001 Technical Proposal

In this subsection, the Offeror shall provide for a brief technical proposal to the Task Order 0001 requirements in Attachment Number 3 that specifically address the following topics:

- i) Proposed Key Personnel: Provide for a list of the Key Personnel proposed for this task. This subsection can provide for a summary of the proposed person and job title/function and can cross-reference the resumes provided for Section 2 below.
- ii) Interface Working Agreements: This shall include a narrative of the contractor's experience and willingness to enter into Interface Working Agreements (IWAs) with other winning contractors. The intent of the IWAs are to insure that all contractors have an unobstructed means of communication to pass information required to assure the development, integration and interoperability of the system.

2. Staff Qualifications

a) Staff Education and Experience

- (i) Resumes: Provide a resume of the education and recent experience for each of the persons (see paragraph 2.b. below) proposed to participate in this program. Indicate whether the particular person is an employee of the Offeror or will be utilized under a consulting agreement or subcontract.
- (ii) Knowledge, Skills, and Abilities: The professional and technical personnel described in paragraph 2.b. below should demonstrate a working knowledge of the technical field(s) and tasks under this solicitation. Knowledge of the programs and practices within the DoD, other federal agencies and the private sector should be demonstrated. Professional and technical personnel should have skill in communicating both orally and in written form. Senior researchers and managers should have the ability to consider the numerous complex issues affecting the technical aspects of overall MFEW/ES program and the socio-political and legal contexts within which the program is operating.

b) Types of Proposed Staff

The variety and completeness of the proposed staff is of particular importance for this

solicitation. ONR is not only interested in receiving proposals with upper level management and technical personnel, including key personnel, but also lower level technical and administrative personnel to accomplish lesser complex task orders. As a minimum, resumes for all personnel proposed as performing under the Sample Task(s) and Task Order 0001 must be provided in this section. The Offeror should indicate to which task function and sample task number each person is proposed. Additional resumes should be submitted in this section to indicate the Offeror's breadth and depth of knowledge and experience in the overall MFEW/ES Project. However, it is recommended that the Offeror submit resumes for no more than four people in a particular labor category, in addition to those provided in the Sample Task. An offeror that does not address the full range of labor categories may receive consideration for an award if it has niche capabilities in a sub area of the overall MFEW/ES project that is not adequately addressed by other offerors.

3. Organizational Past Performance

(a) Each offeror must have at least three years of recent organizational experience with Research, Development, Testing, and Evaluation work (with a preference for work within the Department of the Navy (DON)). The Government reserves the right to waive this requirement to offerors who are proposing a niche capability not fully addressed by other offerors. The Offeror should submit information for all contracts performed in the last three years that exhibited similar performance requirements to those described in this solicitation. The information should 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. The Offeror may also submit relevant past performance information about any proposed key personnel who were involved with relevant work performed by other firms in the recent past. The Government will evaluate the Offeror's past performance using the provided information. The Government reserves the right to contact the listed points of contact and/or other sources to gain information on the scope, quality, and relevance of the Offeror's past performance. The Offeror should submit similar data for all subcontractors who will perform major or critical aspects of the technical support work if an award is made to the Offeror.

(b) Offerors proposing niche capabilities that have no completed and/or in-process contracts or subcontracts for similar requirements may submit relevant past performance information about both key personnel proposed for this effort who were involved with other firms in the recent past and proposed subcontractors who will perform major or critical aspects of the requirement. The Government will evaluate past performance using the information provided for prime and/or subcontractor key personnel.

4. Corporate Facilities

The Offeror should describe its physical facilities, its in-house support staff and any other features of its operation that might enhance or otherwise affect contract performance (e.g. – computer equipment and approved storage space for classified materials). The Offeror shall describe its ability to provide both (a) unclassified and classified meeting spaces at its facilities and (b) other facilities that can be made available on an as-needed basis.

5. Commitment to Small Business

The Government strongly encourages the use of Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business Concerns. Each offeror should submit as a segregable part of the Technical Proposal a written commitment to provide for meaningful work to Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business Concerns in the performance of the overall MFEW/ES effort. The narrative should describe the offeror's commitment from the Advanced Technology Development phase of the contract through the LRIP phase. The commitment may be demonstrated in the form of a joint venture, teaming arrangement, or subcontract with one or more qualifying entities. For offerors that are small business concerns, this commitment can be shown either by that entity proposing to perform most of the work or by that entity proposing teaming relationships or subcontracts that provide for most of the work being performed by small businesses. Large Businesses and Nonprofit entities, can demonstrate their commitment to small businesses by providing for meaningful subcontracting goals to Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business Concerns. These goals should be submitted against the maximum contract amount. Exclusive of Small Business concerns, an offeror shall submit a written subcontracting plan in this section in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) or, if authorized, the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)" (DFARS 252.219-7004).

L.17. INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS (VOLUME II)

The Cost Volume shall be accompanied by a fully executed copy of the solicitation cover page (Standard Form 33) and Section K. The executed solicitation cover page shall acknowledge any amendments to the solicitation, if issued. There is no restriction on the length of this volume. Under this section, the offeror shall submit a Cost Proposal that relates to Task Order 0001 Statement of Work under Attachment Number 3 to this solicitation. The Task Order 0001 Cost Proposal shall be submitted on a Firm-Fixed-Price (FFP) basis for an amount not to exceed \$75,000. This order will have a 4-month period of performance. Proposed Costs should be based on the following: 8 meetings, up to 2 persons per meeting, level of effort for up to four days per person per meeting (1-day meeting with up to 3 days preparation/post meeting action), and associated travel costs. The Cost Proposal should provide a section that is fully detailed (allowing for Cost Analysis), such that the following cost categories are fully segregated (if applicable): direct labor (with each labor category or employee name as well as associated direct labor hours and direct labor rates specified), fringe benefits (include rate and base calculation), labor overhead (include rate and base calculation), travel (number of trips, number of people, duration, destination, and purpose for trip specified), subcontracts (specify on each subcontract the type of work with a full cost breakout similar to prime's proposal), consultants (include type of work, loaded rate, hours, and materials for each consultant), Other Direct Costs/Materials (detail items, quantity, rate, and total cost per item), G&A (include rate and base calculation), Cost of Money (include rate and base calculation for each COM factor), and profit. In a separate section, the Offeror should provide a price for each attendee to attend each meeting since the task order will provide payment on a per meeting per person basis. This would provide

for a quantity of up to 16 (8 meetings times up to 2 persons/meeting) multiplied by a per meeting/person unit price to calculate the total Firm-Fixed-Price of this order.

The instruction at L.5. above is not intended to preclude cost information sufficient for a cost realism evaluation. Therefore, the Offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as direct labor, indirect costs, and other costs such as travel. The Offeror shall provide exhibits as necessary to substantiate the cost elements. Should rates be used in the proposal which are not DCAA approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Evaluation Criteria - The Government will evaluate the Offeror's proposal to determine the Offeror's understanding, ability and approach to performing the contract requirements. 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, proposed cost/price, and other factors considered. The Offeror's technical capability, as measured by the Technical Factors (Understanding of Requirement, Staff Qualifications, Organizational Past Performance, Corporate Facilities, and Commitment to Small Business) below, is more important than Cost. The first three Technical Factors are of equal importance to one another, but are of higher importance than the last two Technical Factors (Corporate Facilities and Commitment to Small Business). The Corporate Facilities Factor is of higher importance than the Commitment to Small Business Factor. Offerors are advised that an unacceptable score in any one or more of the evaluation factors or subfactors may render the entire proposal technically unacceptable. The Cost Volume and the Commitment to Small Business section under the Technical Volume will be separately evaluated from the rest of the Offeror's technical proposal. The Government will evaluate the following factors and subfactors:

I. Technical Factors

A. Understanding of Requirement

(1) Overall Project

- a. Extent Offeror's proposal demonstrates an understanding of overall system/subsystem requirements, as described in broad Statement of Work (Attachment Number 1), Sample Task Descriptions (Section L.16.(B)1.b)), and AMRFC/EW TTA dated December 2003.
- b. Extent Offeror's proposal demonstrates the requisite capabilities to develop and deliver (or integrate) the system and/or subsystems as described in broad Statement of Work (Attachment Number 1), Sample Task Descriptions (Section L.16.(B)1.b)), and AMRFC/EW TTA dated December 2003.
- c. Extent Offeror's proposal demonstrates an approach to develop (or integrate) the overall system and/or subsystems which can meet the goals of AMRFC/EW TTA dated December 2003.
- d. Extent Offeror's proposed system/subsystem(s) complies with MOSA (Modular Open Systems Approach) and is scalable, innovative, and affordable or proposed ability to integrate such system/subsystems. Offerors that propose to develop an affordable system/subsystems that can not only meet the goals in the TTA, but further demonstrate a high probability of decreasing system/subsystem costs through the TD and SDD phase by incorporating maturing technologies through technology spiraling, will be rated more favorably under this subfactor.
- e. Extent proposed design will be capable of meeting the environmental (electromagnetic, induced and natural environment) requirements in which the DD(X) is expected to operate.
- f. Extent the proposed design process considers and positively impacts the reliability, maintainability, training, technical manuals, logistics, operability (HMI), safety, producibility, and quality into the design process. Also the extent the proposed design requirements and specifications that will be

- implemented address the MFEW/ES program objective to minimize the effort needed to transition the development system into limited production.
- g. Extent proposed system/subsystems and management plan allow the Government to achieve the lowest cost of ownership and competitive solicitation for full-rate production. This can be demonstrated, in part, by the extent of the Government's rights in the proposed System/Subsystems. A proposed System/Subsystems providing at least Government Purpose Rights will receive a higher rating in this subfactor.
 - h. Extent offeror demonstrates process improvement and performance measures for application in systems engineering and software development that meets the requirements of CMMI and demonstrates a level of compliance of 3 or higher.

Note: The Government reserves the right to provide a high rating under this factor/subfactors for a proposal that, rather than proposing a full system solution, provides for a niche capability not demonstrated by the other offerors. The Government also reserves the right to provide for a high rating to offerors proposing only to provide the system integrator task under this RFP.

Subfactors a. – h. above are of equal importance.

(2) Task Order 0001 Technical Proposal

- a. The extent the proposed key personnel reflect staff knowledge, skills, and experience necessary for this task order. Key Personnel will also be evaluated based on the extent of knowledge of recent and relevant programs and practices within the DoD, other federal agencies and the private sector, which programs will be rated in descending order of importance.
- b. The evaluation of this subfactor includes the extent the Offeror demonstrates a willingness to enter into Interface Working Agreements (IWAs) with other winning contractors to assure a developed system that is fully interoperable.

Subfactors a. – b. above are of equal importance to each other.

Subfactor (2) is less important than Subfactor (1) under Factor A.

B. Staff Qualifications

The extent the resumes provided in the technical proposal reflect staff knowledge, skills, and experience necessary to successfully develop, test, demonstrate, integrate, and provide for tasks related to LRIP for the MFEW/ES system and/or subsystems as specified in Section L.16.(B)2. Proposals that can demonstrate variety and completeness of staff knowledge, skills, and experience that cover the broad range of tasks and technology under this effort will be rated more highly under this subfactor. However, the Government reserves the right to rate an offeror highly in this subfactor if it provides a niche capability not provided by other offerors. The Government also reserves the right to provide for a high rating to offerors proposing only to provide for the system integrator task under this RFP. Staff Qualifications will also be evaluated

based on the extent of knowledge of recent and relevant programs and practices within the DoD, other federal agencies and the private sector.

C. Organizational Past Performance

Under this factor, the extent, depth, and quality of recent and relevant organizational past performance will be evaluated under the following subfactors:

(1) Timeliness of Performance:

- The extent the Offeror met interim milestones and completed deliverables on time.
- The extent the Offeror's performance has been reliable.
- The extent the Offeror has been responsive to technical direction.

(2) Cost Control:

- The extent the Offeror has delivered products within budget.
- The extent the Offeror's billings have been current, accurate, and traceable.
- The extent the Offeror's actual costs have tracked to the negotiated costs.
- The extent the Offeror's cost control measures have controlled costs and resulted in efficiencies.

(3) Quality of product and services:

- The extent the Offeror includes an adequate description of the work performed and the resulting products that were delivered.
- The extent the Offeror has complied with contract requirements.
- The extent the Offeror's reports have been accurate.
- The extent the Offeror's products and services have added technical value.
- The extent the information submitted by the Offeror on all subcontractors, who will perform major or critical aspects of the work required under this contract, supports the ability of those subcontractors to successfully execute their assigned portion of this effort.

(4) Business relations:

- The extent the Offeror has shown business-like concern for the Government's interests.
- The extent the Offeror has exhibited effective management.
- The extent the Offeror has demonstrated a reasonable and cooperative team attitude.

(5) Customer satisfaction:

- The extent to which the Offeror satisfied the end user with the contractor's products and service.

Subfactors (1) – (3) are of equal importance to each other, but are more heavily weighted than subfactors (4) and (5). Subfactors (4) and (5) are equally weighted. Past performance information may also be considered regarding any significant subcontractors.

D. Corporate Facilities

The Offeror's proposed Corporate Facilities will be evaluated based on the adequacy of its physical facilities, in-house support staff, and other features of its operation that can positively affect contract performance over the range of tasks and technology under this effort.

E. Commitment to Small Business

The extent which such firms (Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business Concerns) are specifically identified in the proposal. This commitment will be measured against the statement of work in the basic contract, i.e., it will assume the work will progress from Advanced Technology Development to LRIP. For offerors that are small business concerns, this commitment will be demonstrated either by that entity proposing to perform most of the work or by that entity proposing teaming relationships/subcontracts that provides for most of the work being performed by small businesses under this contract. Large Businesses and Nonprofit entities, can demonstrate their commitment to small businesses by providing for meaningful subcontracting goals to Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business Concerns. This commitment submitted for the overall project will be cross-referenced to the selected sample task for realism. The Small Business Subcontracting Plan submitted for the basic contract under the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) will be evaluated against the DoD FY 04 small business subcontracting goals of 23.00% for small business concerns, 5.00% for small disadvantaged business concerns, 5.00% for women-owned small business concerns, 3.00% for Veteran Owned small business concerns, 3.00% for Service Disabled Veteran Owned small business concerns, and 3.00% for HUBZone small business concerns. The plan should be submitted against the maximum contract amount. Plans submitted for the contract under the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)" (DFARS 252.219-7004) will be evaluated only to ensure previous approval of the plan by the Offeror's cognizant Administrative Contracting Officer.

II. Cost

The Government will use cost analysis to evaluate the reasonableness of the Offeror's proposed individual cost elements and profit for the Task Order 0001 effort. This evaluation may include providing the proposed direct labor and indirect rates to the Defense Contract Audit Agency for evaluation. The Offeror's cost proposal will also be evaluated based on its adherence to the requirements provided in Section L.17.

M.2. BASIS FOR AWARD

The Government intends to award multiple basic contracts and corresponding Task Order 0001 awards resulting from this solicitation to responsible Offerors whose proposals conforming to the solicitation will be most advantageous to the Government, cost and other factors considered.

The Government intends to award three or more basic contracts under this solicitation in order to provide for competition under any ensuing task order solicitations. The Government intends to make Task Order 0001 awards concurrent with the basic contract awards.

ATTACHMENT NUMBER 1
Statement of Work
Multi Function Electronic Warfare/Electronic Warfare Support (MFEW/ES)
Technology Demonstration for DD(X)

1.0 SCOPE

This Statement of Work (SOW) identifies the design, fabrication, integration, and test & evaluation (T&E) tasks anticipated for the development of a prototype pre-production, and subsequent demonstration variant of the Multi Function Electronic Warfare/Electronic Warfare Support (MFEW/ES) system.

This procurement supports the Technology Development (TD) and System Development and Demonstration (SDD) phases of a Navy acquisition program. The program will develop a MFEW/ES TD phase prototype and subsequent SDD phase system suitable for proof-of-concept and full systems demonstration supporting installation and deployment on the U.S. Navy's next generation, multi-mission destroyer, DD(X). The MFEW/ES system will be built to meet the Electronic Warfare/Electronic Warfare Support (EW/ES) capability requirements for DD(X). The TD phase prototype technology and SDD phase developed system, through the application of advanced multi function component technology and open systems design, will also provide applicability to other future and existing naval surface combatants and scalability to support expanded radio frequency (RF) system functional requirements

The scope of the tasks that can be issued under this contract will encompass all efforts that minimize the follow-on work required to support the prototype technology demonstration and system demonstration of a MFEW/ES system supporting future production, integration, and deployment of the system on the DD(X). The work identified herein is anticipated to include all elements of component development and integration for the prototype demonstration and system integration for the system demonstration. This SOW and resulting work efforts should significantly reducing the follow-on work required for subsequent Low Rate Initial Production (LRIP) and Full-Rate Production of the demonstrated MFEW/ES design for the DD(X) ship.

1.1 BACKGROUND

The concept, system, and component development research leading to the technology to be implemented in the MFEW/ES program, and supported by this procurement, are derived from prior and ongoing Science and Technology (S&T) efforts by the Office of Naval Research (ONR). ONR, through its Fleet/Force Protection (F/FP) Future Naval Capabilities (FNC) program, and related Discovery and Invention (D&I) efforts, has been aggressively researching advanced technology for future Navy RF systems requirements.

One such technology project headed by ONR under the F/FP FNC is the Advanced Multi Function Radio Frequency Concept (AMRFC). AMRFC is a program that addresses the increasing challenges of shipboard topside Radio Frequency (RF) functions. Specifically, AMRFC is developing and demonstrating technology for Electronic Warfare (EW), Radar, and RF Communications functions sharing common receive and transmit antennas.

Current U.S. Navy surface combatants employ a large number of RF apertures to enable Electronic Warfare, Communication, and Radar functions. Historically, each function (and hence system) has its own aperture, electronics, operator, and logistics/maintenance tail. This classic RF systems approach results in Electromagnetic Interference/Compatibility (EMI/EMC) problems that degrade system performance and increase life-cycle cost for the combatant. Ship RF signature and radar cross section are difficult to reduce when restricted to classic RF aperture/antenna approaches. Additionally, planned future shipboard radars (Multi-Function Radar (MFR), Volume Surveillance Radar (VSR)) require more power and higher duty cycles which further compound EMI problems.

In order to address the issues of ship signature, physical size and weight constraints, performance, and life cycle cost; ONR has sponsored research for new electronics components, RF apertures, and system capabilities using broadband, multifunction, RF designs and advanced technologies. The F/FP FNC program at ONR, through the Advanced Multifunction Radio Frequency Concept (AMRFC) program and the AMRFC test bed deployed at the Naval Research Laboratory's (NRL) Chesapeake Bay Detachment (CBD) site in Maryland, has been developing the capability to integrate Radar, Electronic Warfare, Communications, and Aviation support functions into a common set of RF apertures. The test bed system is capable of generating multiple simultaneous beams performing multiple RF functions where the functionality is defined by software. ONR and the F/FP FNC are currently demonstrating this technology within the test bed at CBD. The AMRFC program will reduce the acquisition cost risk of transitioning multifunction RF technology to DD(X) for EW/ES by demonstrating the ES functions of High Probability of Intercept/Precision Direction Finding (HPOI/PDF), High Gain/High Sensitivity (HG/HS), and Specific Emitter Identification (SEI) of received signals.

This effort is for the development, testing, and demonstration of a MFEW/ES system for the Net-Centric DD(X) program. MFEW/ES is the designated title for specific follow-on work to transition multi function Electronic Warfare enabling technology previously performed under the AMRFC project initially identified as AMRFC/EW. This work specifically addresses the EW/ES requirements for the DD(X) and potentially other future U.S. Navy surface ship requirements.

1.2 SYSTEM DESCRIPTION

The MFEW/ES system is to be a low-cost, highly integrated, compact, and modular EW/ES system using common, multifunctional RF equipment that can be configured to the EW requirements of the DD(X) platform. The system shall also be capable of supporting additional functionality through modularity, open interfaces, and the addition/deletion (scaling) of hardware and/or software without impacting fundamental system design.

Under any resulting orders for system development, the contractor will be required to deliver systems that are designed based on a modular open systems approach. The contractor will be required to make recommendations regarding key interfaces where "open" interface standards (those standards developed and controlled by a recognized industry standards organization) should be used in order to afford minimum life cycle cost, reduced complexity and time to update systems, and mitigate the risk of obsolescence. Since the total cost of ownership of the system is a predominant factor of program success, the contractor may also be required to provide recommendations, with supporting rationale, regarding the appropriate acquisition

approach and systems design to achieve the lowest possible life cycle costs. The contractor may be required to make recommendations, with appropriate rationale, regarding the level of systems design beyond which industry should retain intellectual property rights and the resulting impact on affordability.

The goal of the initial phases of this effort is the design and development of the MFEW/ES prototype system with a low observable multi function RF array antenna system. The EW/ES functions to be demonstrated in initial phases include high HPOI/PDF, HG/HS, and SEI. The MFEW/ES system is an integrated proof of concept EW/ES prototype that can demonstrate key performance capabilities and perform technology risk mitigation. The proof of concept demonstration will be conducted in an at-sea environment representative of environmental conditions to be faced by shipboard installed systems. MFEW/ES will be integrated with other systems to be installed on the DD(X) via applicable SEWIP hardware and software. This effort will thus demonstrate the performance of the MFEW/ES system with the ship's combat, navigation, environment control hardware and software.

Key EW/ES operational requirements, technical performance parameters and supportability requirements including reliability, maintainability, logistics support, system availability, etc. will be essential elements in the demonstration and evaluation.

This procurement and MFEW/ES effort will focus on the successful prototype and subsequent demonstration of EW/ES functionality for the DD(X) based on the DD(X) performance requirements and AMRFC identified multi function RF technologies. All deliverables under this effort shall include, as a co requisite, the technology and capacity to support expanded functionality including Electronic Warfare/Electronic Attack (EW/EA), communications, and limited radar. Demonstrations of RF functions beyond those identified to support the DD(X) EW/ES required capability are not anticipated under this solicitation. Proof of design scalability to meet the expanded RF functions and application of AMRFC technologies are however mandates under this solicitations. Design analysis and limited component and sub-system testing may be incorporated within future task order solicitations to evaluate offerors adherence to this requirement.

The goals for the TD phase of the MFEW/ES program are as follows:

- Develop a Multifunction EW Advanced Development Model (ADM) for DD(X) that demonstrates key Electronic Warfare Support (ES) capabilities for several simultaneous ES functions (HPOI, PDF, HG/HS, and SEI).
- Develop an MFEW/ES ADM architecture that is capable of supporting additional RF functions.
- Conduct MFEW/ES ADM testing that satisfies Technology Development (TD) Phase requirements to enable a smooth transition to the System Development and Demonstration (SDD) Acquisition Phase with minimal changes in system architecture.

2.0 REQUIREMENTS

The Contractor shall provide program management, engineering, and test & evaluation, and deliver hardware, software, services and documents as specified under each order issued under this contract. The requirements under this contract will include: (1) efforts related to development to include Requirements definition, trade studies, system and subsystem designs, threat analysis, development, fabrication, system integration, test, demonstration; (2) efforts needed to support limited rate initial production decisions including production engineering, preparation of production documentation and qualification testing; (3) efforts needed to produce and test limited quantities of system/subsystems for installation on DD(X). Requirements will be specified in each order for the specific scope of work identified by the Government.

Under any resulting orders, the contractor shall be a member, together with government personnel, of the Program Management Integrated Product Team (PMIPT) and its subordinate boards. These boards will address technical, management and acquisition issues relating to the program. As an example, there is a need to assure that all contractor developed systems communicate over a standard medium. One of the PMIPT's sub-boards will be responsible for the determination of the appropriate interface standards. Another potential area for sub-board activity is the government's desire for commonality of modules across multiple contractors' products. An issue of this magnitude and complexity will require the coordination of all contractor and government organizations.

Also under any resulting orders, the contractor shall be required to enter into Interface Working Agreements (IWAs) with other winning contractors. This will be required to insure that all contractors have an unobstructed means of communication to pass information required to assure the development, integration and interoperability of the system.

**ATTACHMENT 2:
Contract Security Classification Specification
(DD Form 254)**

A copy of the DD 254 can be found at
http://www.onr.navy.mil/02/rfps/n00014_04_r_0012/

TASK ORDER 0001
STATEMENT OF WORK:
Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES)
INTEGRATED PRODUCT TEAM (IPT)
ATTACHMENT NUMBER 3

Under this effort, the contractor shall be a member, together with government personnel, of the Multi Function Electronic Warfare (MFEW)/ Electronic Warfare Support (ES) Integrated Product Team (MFEW/ES-IPT) and its subordinate boards. These boards will address technical, management and acquisition issues relating to the program. The MFEW/ES-IPT and its' subordinate boards primary objectives are to evaluate and refine the governments candidate high level MFEW/ES systems architecture, provide recommendations and define the preliminary high level systems interfaces, and address the proposed acquisition approach. All tasks under this effort should support the government requirement for a full, open-systems approach in the development of an MFEW/ES system for the DD(X). Specific issues and areas for discussion supporting these goals include matters of feasibility, performance, schedule and affordability, all set within the context of and requirements for a full, open-systems, multifunction, and scalable design.

One example of the type of work to be performed is the need to assure that all contractor developed systems communicate over a standard medium. One of the MFEW/ES-IPT's sub-boards will be responsible for the determination of the appropriate interface standards.

Another potential area for sub-board activity is the government's desire for commonality of modules across multiple contractors' products. An issue of this magnitude and complexity will require the coordination of all contractor and government organizations. The contractor will be required to make recommendations regarding key interfaces where "open " interface standards (those standards developed and controlled by a recognized industry standards organization) should be used in order to afford minimum life cycle cost, reduced complexity and time to update systems, and mitigate the risk of obsolescence.

Since the total cost of ownership of the system is a predominant factor of program success, the contractor may also be required to provide recommendations, with supporting rationale, regarding the appropriate acquisition approach and systems design to achieve the lowest possible life cycle costs. The contractor shall make recommendations, with appropriate rationale, regarding the level of systems design beyond which industry should retain intellectual property rights and the resulting impact on affordability.

To support the efforts of this IPT and subordinate boards, each contractor shall enter into Interface Working Agreements (IWAs) with other winning contractors. This will be required to insure that all contractors have an unobstructed means of communication to pass information required to assure the development, integration and interoperability of the system.

Under this effort, ONR anticipates monthly board meetings with additional subboard meetings in the DC Capital Region (NRL, ONR, other TBD locations). The contractor will be required to attend and participate in up to 8 meetings. Each MFEW/ES-IPT and/or subordinate board meeting will require participation by no more than 2 designated contractor personnel/Subject

Matter Experts(SMEs). The contractor is required to designate specific personnel/SMEs (one lead representative and additional supporting personnel) as company representatives to this IPT and its' subordinate boards based on the subject areas identified within this Statement of Work (SOW). Meeting attendees should possess the prerequisite knowledge to address the general topics identified, and any performer specific topic assignments, per the meeting agenda and within the scope of the tasks defined within this SOW. MFEW/ES-IPT and subordinate board meeting agendas and instructions will be provided by the government 2 weeks prior to allow for contractor representative selection, preparation, and coordination/scheduling. Contract participants will need to address issues, information requests, and specific topics during meetings within the scope of this SOW. This may require the provision of brief reports based on recommendations, comments, and other information provided during meetings.