

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 60	
2. CONTRACT NO.		3. SOLICITATION NO. HR0011-04-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Jun 2004	
7. ISSUED BY DARPA ATTN: ANTHONY E. CICALA 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>5</u> 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 <u>See Section L</u> until <u>16 00</u> local time <u>04 Aug 2004</u> (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 ANTHONY E. CICALA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 571-218-4639	C. E-MAIL ADDRESS acicala@darpa.mil		
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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 _____ 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)						
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)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	<p>BASE Period - Preliminary and Critical Design</p> <p>CPFF - Phase I - The contractor shall complete the Preliminary and Critical Design Phase for the Optically Designated Attack Munitions (ODAM) Program in accordance with the requirements set forth in this contract.</p>	\$ _____	\$ _____	\$ _____
				\$

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002	<p>Option 1 – Brassboard Fabrication and Optimization</p> <p>CPFF - Phase II - The contractor shall complete the Brassboard Fabrication and Optimization Phase for the Optically Designated Attack Munitions (ODAM) program in accordance with the requirements set forth in this contract.</p>	\$ _____	\$ _____	\$ _____
				\$

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0003	<p>Option 2 – Field Test and Demonstration</p> <p>CPFF - Phase III - The contractor shall complete the Field Test and Demonstration Phase for the Optically Designated Attack Munitions (ODAM) program in accordance with the requirements set forth in this contract.</p>	\$ _____	\$ _____	\$ _____
				\$

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0004	<p>Option 3 – Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings</p> <p>CPFF - The contractor shall provide the Product Drawings and Associated Lists/ Technical Data Package (TDP) and Level III Detailed Drawings for the Optically Designated Attack Munitions (ODAM) program in accordance with Exhibit B, Contract Data Requirements List (CDRL), and the requirements set forth in this contract.</p> <p>[NOTE: This option may be exercised at the Government's discretion at any time during, or after completion of, the Option I Phase II effort.]</p>	\$ _____	\$ _____	\$ _____
				\$

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0005	<p>Reports and Deliverables</p> <p>CPFF - The contractor shall provide the Reports and Deliverables for the Optically Designated Attack Munitions (ODAM) program in accordance with the requirements set forth in Exhibit A, Contract Data Requirements List (CDRL) and this contract.</p> <p>[Not Separately Priced (NSP) - The cost of this item is included in CLIN 0001, and, if and to the extent exercised, in CLIN 0002, and CLIN 0003]</p>	\$0.00 NSP	\$0.00 NSP	\$0.00 NSP
				\$0.00 NSP

SECTION C Descriptions and Specifications

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C-1 General

This Request for Proposals (RFP) is in support of the Advanced Technology Office (ATO) Optically Designated Attack Munitions (ODAM) Program. The overall objective of ODAM is the rapid development, design, test, optimization, and demonstration of an optically designated 60mm mortar using inexpensive new approaches in order to achieve dramatic performance improvements.

The program has three (3) major objectives and is divided into three (3) major Phases as defined in this RFP, and specifically as discussed in Attachment 1, Technical Requirements Document (TRD). Proposals will be accepted from all qualified sources. This effort shall require compliance with a DD Form 254 "Department of Defense Contract Security Classification Specification", as well as a Security Classification Guide (SCG) that is anticipated to be "classified" and to be provided under separate cover. Additionally, the technology developed as a result of this RFP will be subject to United States Export Control Laws including, but not limited to, the Department of Commerce Export Administration Regulations (EAR) and the Department of State International Traffic in Arms Regulations (ITAR). Proposers are specifically cautioned that it is their responsibility to ensure mandatory compliance with United States Export Control Laws.

Under this RFP, DARPA reserves the right to fund none, one, or up to two (2) contract awards. In the event that one or two contract awards are made, DARPA anticipates that funding will be provided initially for Base (Phase I) effort only. Following the Base (Phase I) effort, DARPA reserves the right to exercise the Option 1 (Phase II) effort for each awardee, one awardee, or none of the awardees. It is further anticipated that following the Option 1 (Phase II) effort, DARPA will exercise the Option 2 (Phase III) effort for only one contract awardee. DARPA reserves the right, however, to exercise the Option 2 (Phase III) effort for each awardee, one awardee, or none of the awardees.

For this program, DARPA has established a notional total program cost of not-to-exceed (NTE) \$10,000,000. This notional total program cost NTE \$10,000,000 is for contract line item numbers (CLINs) 0001, 0002, 0003, and 0005 ONLY. CLIN 0005 is not-separately-priced (NSP) or equal to \$0 and included in the cost for CLIN 0001, 0002, and 0003. Offerors should price CLIN 0001, 0002, and 0003 such that when totaled, they collectively do not exceed \$10,000,000.

CLIN 0004 is included as a separately priced option that may be exercised at the Government's discretion. The cost for CLIN 0004 is not included in the established notional total program cost NTE \$10,000,000. The purpose of CLIN 0004 is to give the Government maximum flexibility for purposes of conducting any potential follow on production contract competition that may occur. The government is not obligated to conduct such a competition, however. The Government requires "unlimited rights" to all data generated and/or developed under CLIN 0004. As no Government notional total program budget is established for CLIN 0004, offerors are cautioned to price CLIN 0004 in such a way that reflects a realistic assessment of the effort associated with this CLIN. A cost realism assessment of ALL CLINs under this RFP shall be conducted in accordance with the evaluation criteria stated in this RFP.

C-2 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the terms and conditions of this contract. The contractor's proposal entitled " _____", dated _____, is in the possession of the parties to this contract.

(b) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Contract Line Item Number (CLIN) 0002, and CLIN 0003, if, and to the extent, exercised by

the Government.

(c) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor's proposal.

C-3 Reports and Other Deliverables

(a) The Contractor shall furnish the Reports and Other Deliverables as required, as identified in CLIN 0005, and as identified in the Contract Data Requirements List (CDRL) included in Exhibit A to this contract.

(b) The Contractor shall furnish the Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings, as identified in CLIN 0004, as required, and as identified in the Contract Data Requirements List (CDRL) included in Exhibit B, if, and to the extent, this option is exercised by the Government.

(c) All Reports and Other Deliverables Distribution shall be in accordance with Section F of this contract, unless specified otherwise by the Contracting Officer.

C-4 Export Controlled Information and Data

This RFP includes technology and data that is subject to the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) which mandates that such technology and data may not be exported, released, or disclosed to foreign nationals inside or outside of the United States without first obtaining an export license. A violation of the EAR or ITAR may subject the violator to a penalty of up to ten (10) years imprisonment, a fine of \$1,000,000, or both, under 22 U.S.C. 2778 or Section 2410 of the Export Administration Act of 1979. Export controlled information and data under this RFP includes, but is not necessarily limited to, artillery projectors and precision guided munitions.

Proposers are cautioned to familiarize themselves and comply with export control laws of the United States, and to review the United States Munitions List. The official version of the International Traffic in Arms Regulations can be found in Subchapter M, Title 22, Code of Federal Regulations, Parts 120 through 130 (22 CFR 120-130).

C-5 Participation of Non-U.S. Citizens

Prior approval to use Non-U.S. Citizens to perform on this contract at either the prime or subcontract level, or as consultants, must be obtained from the Contracting Officer. The Contracting Officer will coordinate with the Director, Security and Intelligence Directorate, as is appropriate under the circumstances. If approval is granted by the Contracting Officer, such approval does not grant an exception to U.S. export law(s), and the contractor is specifically responsible for obtaining any necessary or required export license(s).

To request approval for the use of Non-U.S. Citizens (including permanent resident aliens) in the performance of this contract, the contractor must provide a letter addressed to the Contracting Officer, with the following information:

- (a) Method Non-U.S. Citizen will be utilized (i.e. as a subcontractor, consultant, or as an employee of the contractor)
- (b) If a consultant, identify the individual(s), identify country of origin, and tasks to be performed
- (c) If a subcontractor, identify the individual(s), identify company, identify country of origin, and tasks to be performed
- (d) If a company employee, identify the individual(s), identify country of origin, and tasks to be performed
- (e) In any of the above cases (item b, c, or d above) identify the System involved and what type of information, "Classified" or "Controlled Unclassified" (export controlled data) will require release to the Non-U.S. Citizen to enable satisfactory performance on the contract
- (f) If the contractor or subcontractor currently possesses a munitions export license to export the data to Non-U.S. Citizens, provide the license number(s).

- (g) If the company is a foreign company, list any 3rd party nationals (citizens of country's other than the U.S. and country of the contractor) that may be working on the contract and how such foreign company plans to comply with any security requirements of this contract. Any foreign contractors authorized to participate are required to obtain a re-export license.
- (h) Complete justification as to why the Non-U.S. Citizen is needed to perform on the contract
- (i) Provide company point of contact information to include company name and address, as well as point of contact name, title, phone number, fax number, and email address

SECTION D Packaging and Marking

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D-1 Packaging and Marking

- (a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination, unless subparagraph (b) below is applicable.
- (b) Transportation, handling, and shipping of classified and unclassified material must be done in compliance with Attachment 2, DD Form 254 “Department of Defense Contract Security Classification Specification”, the applicable DARPA Security Classification Guide, the current version of the National Industrial Security Program Operating Manual (NISPOM), Industrial Security Regulations (ISR), and any other pertinent laws, regulations, or statutes, as applicable, governing control of classified or unclassified information.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-9	Desired and Required Time of Delivery *	JUN 1997
52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

*NOTE: SEE SECTION K FOR GOVERNMENT'S DESIRED AND REQUIRED TIME OF DELIVERY. THE OFFEROR IS REQUESTED TO FILL IN THIS INFORMATION AS INSTRUCTED.

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F-1 Term of Contract

- (a) The period of performance for Base effort, CLIN 0001- Preliminary and Critical Design (Phase I), commences on the effective date of the contract and continues through _____ months thereafter.
- (b) The period of performance for Option 1 effort, CLIN 0002 – Brassboard Fabrication and Optimization (Phase II), if, and to the extent exercised, shall be from the effective date of the option exercise through _____ months thereafter.
- (c) The period of performance for Option 2 effort, CLIN 0003 – Field Test and Demonstration (Phase III), if, and to the extent exercised, shall be from the effective date of the option exercise through six (6) months thereafter.
- (d) The period of performance for Option 3 effort, CLIN 0004 – Technical Data Package (TDP) and Level III Detailed Drawings, if, and to the extent exercised, shall be from the effective date of the option exercise, and the contractor shall have 45 days to deliver the required data to the Government.
- (e) The period of performance for CLIN 0005, commences on the effective date of the contract, and shall be extended accordingly, if, and to the extent, that CLIN 0002 and CLIN 0003 are exercised by the Government.

F-2 Reports and Other Deliverables

- (a) Delivery of all reports and other deliverables as identified in Exhibit A and Exhibit B, shall be made to the addressees specified in Section F-3 below.

NOTE: Unless otherwise specifically indicated, electronic submission of “unclassified” reports and other deliverables may be made by the contractor. The Government will not be held responsible or liable, however, for any electronic submission transmission failure experienced by the contractor in delivering the required information. It is the contractor’s responsibility to ensure that any required deliverables are received by the addresses listed in Section F-3, and comply with any applicable security requirements of this contract.

NOTE: For submission of any “classified” reports and/or other deliverables that may be required in the performance of this contract, the contractor shall provide the required deliverables only to the representatives of DARPA specified in Section F-3, shall specifically comply with the terms and conditions of this contract, and shall contact the DARPA Security Representative for specific transmittal instructions, if necessary, and as follows:

Mr. Eugene (Gene) McGoldrick
Phone: (703)526-4747
Secure FAX: (703)526-4750
Email: emcgoldrick@darpa.mil

F-3 Report Distribution

(a) DARPA/CMO

Attn: Mr. Anthony E. Cicala, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (571)218-4639
FAX: (703)248-1927
Email: acicala@darpa.mil
(one copy each report)

(b) DARPA/ATO

Attn: Dr. Douglas Kirkpatrick, Program Manager
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (703)526-4762
FAX: (703)696-9781
Email: dkirkpatrick@darpa.mil
(one copy each report)

(c) DARPA/ATO

Attn: Mr. Patrick Bailey, Assistant Director for Program Management (ADPM)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (703)696-5277
FAX: (703)696-9781
Email: pbailey@darpa.mil
(one copy each report)

(d) DCMA TBD (To Be Determined)

Attn: TBD, Administrative Contracting Officer (ACO)
Phone: TBD
FAX: TBD
Email: TBD
(one copy each report)

(e) Marine Corps Systems Command

Attn: Lt. Col. M. J. Mulligan, Director Infantry Weapons Systems/Contracting Officer's Representative (COR)
Phone: (703)432-3688
FAX: TBD
Email: MulliganMJ@mcsc.usmc.mil
(one copy each report)

(f) DARPA/Library

3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Technical Report, if unclassified)

(g) Defense Technical Information Center

- (1) Email: TR@dtic.mil
(one electronic copy of the Final Technical Report, if unclassified)

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

F-4 Notice Regarding Late Delivery

- (a) In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

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252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Mr. Anthony E. Cicala, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, Phone: (571)218-4639, FAX: (703)248-1927, Email: acicala@darpa.mil.

G-2 Invoices

(a) An original invoice identified by contract number, with supporting statements, shall be submitted for review and provisional approval to the cognizant audit agency listed below:

DCAA [TBD]	
[address-TBD]]
[address-TBD]]
Phone (TBD)	

Or as directed by DCAA

G-3 Delegation of Authority for Contract Administration

(a) The Administrative Contracting Officer (ACO) and DCMA Office authorized to represent the Contracting Officer, is delineated in Section F-3 of this contract.

(b) In addition to those functions that may be otherwise delegated by letter to the ACO from the PCO from time to time, the ACO is hereby delegated the authority, and is specifically responsible for the following:

- (1) Overseeing the processing of vouchers/invoices under this contract.
- (2) Joint authority with the PCO to process unfunded administrative modifications.
- (3) Property administration, as applicable.
- (4) Contract closeout.

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Lt. Col. M. J. Mulligan, Director Infantry Weapons Systems, Marine Corps Systems Command, Phone: (703)432-3688, Email: MulliganMJ@mcsc.usmc.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the objectives of the Technical Requirements Document (TRD) and the Statement of Work (SOW). The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;

- (2) Constitutes a change as defined in Section I contract clause entitled “Changes”;
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
- (4) Changes any of the stated terms, conditions, or specifications of the contract.

(c) The contractor is responsible for ensuring that all contractor personnel involved with this contract are knowledgeable of the limitations on the scope of authority granted to the COR by the DARPA Contracting Officer. Changes to contract effort accepted and performed by contractor personnel without the express authorization of the Contracting Officer that is outside the scope and the authority of the COR shall be the sole responsibility of the contractor.

G-5 Payment Instructions for Multiple Accounting Classification Citations

- (a) Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources.

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$[TBD] presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor’s performance through [TBD]. Except in accordance with the Section I clause FAR 52.232-22, “Limitation of Funds,” no legal liability of the part of the Government for payment of any money in excess of \$ [TBD] shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

G-7 Payment of Cost and Fee

- (a) As consideration for the proper performance of work required under this contract, the Contractor shall be paid as follows:
 - (1) Costs, as provided for under Section I contract clause titled “Allowable Cost and Payment” not to exceed the amount set forth as “Total Estimated Cost” in Section B, and subject further to those Section I clauses entitled “Limitation of Cost” or “Limitation of Funds”.
 - (2) A fixed fee in the amount set forth as “Fixed Fee” in Section B, in accordance with the Section I contract clause entitled “Fixed Fee”. The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

SECTION H Special Contract Requirements

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H-1 Contracting Officer

(a) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

H-2 Type of Contract

(a) This is a [TBD] contract.

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for clearance for open publication, the Contractor must furnish DARPA Technical Information Officer, 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 526-4163 with five copies and allow four weeks for processing. Viewgraph presentations must be accompanied with a written text. Whenever a paper is to be presented at a meeting, the Contractor must indicate the exact dates of the meeting or the Contractor's date deadline for submitting the material.

H-4 Key Personnel

(a) The Contractor shall notify the Contracting Officer in writing at least thirty (30) days, or sixty (60) days if a security clearance must be obtained, prior to making any change in key personnel. Key personnel are defined as follows:

- (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- (2) Personnel whose resumes were submitted with the proposal; or
- (3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations.

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the Program Manager, with Contracting Officer concurrence, that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

H-5 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report.

These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated [TBD] are incorporated herein by reference.

H-7 Insurance Schedule

(a) The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

H-8 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations (defined for purposes of this contract as an increase of greater than 50 percent) from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the Contracting Officer of proposed travel of an employee beyond that agreed to during negotiations.

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

H-9 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.

H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

<u>NAME</u>	<u>TOTAL AMOUNT</u>
TBD-If authorized	TBD-If authorized

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph (a).

H-11 Pre-contract Costs

(a) The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment [TBD-If agreed to between the parties].

H-12 Small Business Subcontracting Plan and Goals

(a) The Contractor's Small Business Subcontracting Plan, dated [TBD-If applicable], is incorporated herein and made a part of this contract by reference.

H-13 Government Furnished Property/Facilities and Services

(a) In accordance with the Section I contract clause entitled "Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts)", the following property, facilities and/or services shall be provided for use in the performance of this contract.

<u>Need Date</u>	<u>QTY</u>	<u>PROPERTY NOMENCLATURE</u>	<u>DELIVERY TO</u>
Within 60 days of Option 1 exercise	Up to 20	Inert 60mm mortar rounds	TBD
TBD	Up to 5000	Live 60mm mortar rounds	TBD
TBD	At least 2	60mm mortar round Launch Tubes	TBD

H-14 Contractor-Acquired Property (Facilities)

(a) The Contractor is authorized to acquire the following items of facilities which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
TBD-If authorized	TBD-If authorized

Total

(b) The costs incurred by the Contractor in acquiring the facilities listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the facilities does not exceed

the value identified at subparagraph (a) above. The Contractor shall have no obligation to acquire facilities and the Government shall have no obligation to reimburse any amount for facilities in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The facilities listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-5, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

H-15 Contractor-Acquired Property (Special Test Equipment)

(a) The Contractor is authorized to acquire the following items of special test equipment which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
TBD-If authorized	TBD-If authorized
Total	_____

(b) The costs incurred by the Contractor in acquiring the special test equipment listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the special test equipment does not exceed the value identified at subparagraph (a) above. The Contractor shall have no obligation to acquire special test equipment and the Government shall have no obligation to reimburse any amount for special test equipment in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The special test equipment listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-5, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

H-16 Contractor-Acquired Property (Special Tooling)

(a) The Contractor is authorized to acquire the following items of special tooling which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
TBD-If authorized	TBD-If authorized
Total	_____

(b) The costs incurred by the Contractor in acquiring the special tooling listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the special tooling does not exceed the value identified at subparagraph (a) above. The Contractor shall have no obligation to acquire special tooling and the Government shall have no obligation to reimburse any amount for special tooling in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The special tooling listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-5, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

H-17 Contractor Acquired Property (IT)

(a) Performance of this contract will require use of the information technology (IT) resources listed below, acquisition of which (or equivalent) is hereby authorized:

ITEM	TOTAL AMOUNT
<u>TBD-If authorized</u>	<u>TBD-If authorized</u>

(b) The costs incurred by the Contractor in acquiring the IT listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the IT does not exceed \$[TBD-If authorized]. The Contractor shall have no obligation to acquire IT and the Government shall have no obligation to reimburse any amount for IT in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The IT resources listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-5, incorporated in Section I.

(d) The Contractor shall not use Contractor acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

(e) This authorization is subject to the Contractor’s compliance with the approvals and screening requirements set forth in DFARS Subpart 239.73 and DoD 7950.1-M, “Defense Automation Resources Management Manual.”

- (1) Use of the DD Form 1851 for determining availability of excess information technology (IT) is only required for IT with a unit acquisition cost of \$[TBD-If authorized] and above.
- (2) On-line screening for excess IT, regardless of cost, via remote terminal dial-up, is available to contractors through their Administrative Contracting Officers.

H-18 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. [TBD-If applicable].

H-19 Consultants

(a) The contractor is authorized to use the following consultants to the extent indicated:

<u>Name</u>	<u>No. of Hours</u>	<u>Rate</u>	<u>Total Amount</u>
TBD-If authorized	TBD-If authorized	TBD-If authorized	TBD-If authorized

(b) Approval must be obtained from the Contracting Officer to increase the Total Amount for authorized consultants, or to add additional consultants not currently authorized.

H-20 Title to Equipment (Nonprofit Institutions of Higher Education and Nonprofit Organizations)

(a) In accordance with FAR 35.014, “Government property and title”, title to all equipment purchased with funds available for research under this contract shall vest in the acquiring nonprofit institution, namely [TBD-If applicable], upon acquisition without further obligation to the Government. The equipment shall be used for the conduct of basic or applied scientific research.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000

52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-5	Waiver of Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, and Labor-Hour Contracts) (Deviation)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984

52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration Alternate A	NOV 2003
Alt A		
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.227-7005	License Term Alternate I	AUG 1984
Alt I		
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

SECTION J List of Documents, Exhibits, and Other Attachments

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>
Attachment 1	Technical Requirements Document (TRD)
Attachment 2	DD Form 254 "Department of Defense Contract Security Classification Specification"
Attachment 3	Past Performance Questionnaire
Exhibit A	Contract Data Requirements List (CDRL) A001 – R&D Status Report A002 – Funds and Man-Hour Expenditure Report A003 – Scientific and Technical Report/ Quarterly Technical Report A004 – Scientific and Technical Report/ Final Technical Report A005 – Contract Funds Status Report A006 – Developmental Design Drawings and Associated Lists/ Level II Drawings and Schematics A007 – Program Unique Specification/ Operation and Maintenance Document
Exhibit B	Contract Data Requirements List (CDRL) B001 – Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings
Document Summary List	Document Summary List for Contract Data Requirements List (CDRL) Data Item Numbers A001, A002, A003, A004, A005, A006, A007, and B001
Documentation Requirements	Documentation Requirements for Contract Data Requirements Lists (CDRL) Data Item Numbers A001, A002, A003, A004, A005, A006, A007, and B001

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(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, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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 _____

(End of provision)

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 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 its stock 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 is 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.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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 three-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 governmental 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 three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes 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.

(End of provision)

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires completion of the work effort according to the following schedule:

DESIRED DELIVERY SCHEDULE

- 1) BASE Period – (Phase I) Preliminary and Critical Design – Within six (6) months after the Effective Date of the Contract.
- 2) Option 1 Period – (Phase II) Brassboard Fabrication and Optimization – Within twelve (12) months after exercise of the Option 1 effort.
- 3) Option 2 Period – (Phase III) Field Test and Demonstration – Within six (6) months after exercise of the Option 2 effort.
- 4) Option 3 Period – Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings – Within forty five (45) days after exercise of the Option 3 effort.

(b) The Government requires completion of the work effort according to the following schedule:

REQUIRED DELIVERY SCHEDULE

- 1) BASE Period – (Phase I) Preliminary and Critical Design – Within nine (9) months after the Effective Date of the Contract.
- 2) Option 1 Period – (Phase II) Brassboard Fabrication and Optimization – Within fifteen (15) months after exercise of the Option 1 effort.
- 3) Option 2 Period – (Phase III) Field Test and Demonstration – Within six (6) months after exercise of the Option 2 effort.
- 4) Option 3 Period – Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings – Within forty five (45) days after exercise of the Option 3 effort.

(c) Offeror's are advised that they may propose any delivery schedule that falls between the **DESIRED DELIVERY SCHEDULE** and **REQUIRED DELIVERY SCHEDULE**, to be specified in time of months, and as follows:

BASE Period – (Phase I) Preliminary and Critical Design – Within six (6) months to nine (9) months after the Effective Date of the Contract.

Option 1 Period – (Phase II) Brassboard Fabrication and Optimization – Within twelve (12) months to fifteen (15) months after exercise of the Option 1 effort.

Option 2 Period – (Phase III) Field Test and Demonstration – NOTE: The **DESIRED DELIVERY SCHEDULE** AND **REQUIRED DELIVERY SCHEDULE** are the same for this effort. Offerors are specifically instructed to not deviate from the six (6) months schedule for completion of this effort.

Option 3 Period - Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings – NOTE: The **DESIRED DELIVERY SCHEDULE** AND **REQUIRED DELIVERY SCHEDULE** are the same for this effort. Offerors are specifically instructed to not deviate from the forty five (45) day schedule for completion of this effort.

(d) NOTE:

1) Offers that propose an accelerated completion of the work effort outside the stated DESIRED DELIVERY SCHEDULE (i.e. Completion of BASE Period (Phase I) Preliminary and Critical Design within five (5) months) or propose a longer period of time for completion of the work effort as stipulated in the Government's REQUIRED DELIVERY SCHEDULE (i.e. Completion of BASE Period (Phase I) Preliminary and Critical Design within ten (10) months) will be considered unacceptable and rejected.

2) Those proposals offering the Government a schedule better than the REQUIRED DELIVERY SCHEDULE, and in accordance with the instructions herein, will be scored higher in accordance with the criteria set forth in Section M.

3) If the offeror proposes no other delivery schedule, the **REQUIRED DELIVERY SCHEDULE** above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE
[NOTE: OFFEROR TO FILL IN THIS INFORMATION]

BASE Period – (Phase I) Preliminary and Critical Design
Within _____ months after the Effective Date of the Contract.

Option 1 Period – (Phase II) Brassboard Fabrication and Optimization
Within _____ months after the Effective Date of Option 1 Period exercise.

Option 2 Period – (Phase III) Field Test and Demonstration
Within _____ months after the Effective Date of Option 2 Period exercise.

Option 3 Period – Product Drawings and Associated Lists/Technical Data Package (TDP) and Level III Detailed Drawings
Within _____ days after the Effective Date of Option 3 Period exercise.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered unacceptable and rejected.

(End of clause)

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 [check applicable block] 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(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if “none,” so state):

_____ (b) Enclosed its annual representations and certifications.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ (insert NAICS code).

(2) The small business size standard is _____ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

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

(6) (Complete only if 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--

(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.

(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.

(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.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(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 this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); 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.

(End of provision)

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.

(End of provision)

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) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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.

(End of provision)

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

(v) The facility is not located in the United States or its outlying areas.

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.

(End of provision)

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.

(End of provision)

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 more than \$50 million (of which at least one award exceeded \$1 million) 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. 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 \$25 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

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

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

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such 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.

(End of provision)

252.209-7002 Disclosure of Ownership or Control by a Foreign Government.

(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, Ownership Percentage, and Identification of Foreign Government
(End of provision)	

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.

(End of provision)

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.

(End of clause)

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 of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) 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.

(End of provision)

SECTION L Instructions, Conditions and Notices to Offerors

L-1 Instructions for the Submission of Proposals

Proposals must be received by the Procuring Contracting Officer (PCO), no later than 16:00 (4:00PM) Arlington, Virginia, Local Time, on Wednesday, 4 August 2004. Proposals must be submitted to the following individual in accordance with the instructions contained in this RFP:

Defense Advanced Research Projects Agency
Contracts Management Office (CMO)
ATTN: Anthony E. Cicala
3701 North Fairfax Drive
Arlington, VA 22203-1714

Interested contractors MUST insure that their proposals are received at the above address by the designated time for their proposals to be accepted. Fax transmissions and email transmissions are not authorized.

A concise and comprehensive proposal is desired. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired. Offerors shall confine their submission to essential matters, sufficient to define their offer, and provide an adequate basis for evaluation. Statements such as "will comply", or "noted and understood" without supporting narrative to define compliance are not acceptable.

PROPOSALS SUBMITTED FOR CONSIDERATION FOR AWARD MUST ADDRESS THE FULL SCOPE OF THE SOLICITATION. PROPOSALS WHICH ADDRESS ONLY PART OF THE SOLICITATION WILL BE CONSIDERED UNACCEPTABLE.

A CEILING ON THE NUMBER OF PAGES IN THE PROPOSAL HAS BEEN IMPOSED, AS INDICATED IN THE SECTIONS BELOW. ALL PAGES, OR ANY OTHER MATERIAL, IN EXCESS OF THE MAXIMUM NUMBER OF PAGES STATED WILL NOT BE EVALUATED, UNLESS SPECIFICALLY STATED OTHERWISE IN THIS SOLICITATION.

AS PRESCRIBED BY 52.215-1, THE GOVERNMENT MAY AWARD ON THE BASIS OF INITIAL OFFERS RECEIVED, WITHOUT DISCUSSION. THEREFORE, EACH INITIAL OFFER SHOULD CONTAIN THE OFFEROR'S BEST TERMS AND CONDITIONS FROM A BUSINESS AND TECHNICAL STANDPOINT.

ANY QUESTIONS CONCERNING THIS RFP MUST BE SUBMITTED IN WRITING TO THE DARPA CONTRACTING OFFICER, ANTHONY E. CICALA, NO LESS THAN FIFTEEN (15) DAYS BEFORE CLOSING OF THE RFP. THE GOVERNMENT MAY NOT CONSIDER QUESTIONS RECEIVED AFTER THIS DATE. OFFERORS ARE CAUTIONED AGAINST DIRECTING ANY QUESTIONS CONCERNING THIS RFP TO ANY PERSON OTHER THAN THE CONTRACTING OFFICER, WITHOUT THE EXPRESS AUTHORIZATION AND PERMISSION OF THE CONTRACTING OFFICER.

QUESTIONS PERTAINING TO THIS RFP SHOULD BE SUBMITTED VIA EMAIL, WITH MICROSOFT OFFICE COMPATIBLE OR .PDF ATTACHMENTS AS NECESSARY, TO acicala@darpa.mil with a courtesy copy to ODAM-RFP@darpa.mil.

L-2 Preparation of Proposals

This request for proposals is written in the Uniform Contract Format described in FAR 15.204-1. The Government advises prospective Offerors to read the terms and conditions of the model contract carefully and to refer any questions to the Contracting Officer, Mr. Anthony E. Cicala, as noted above.

OFFERORS MAY NOT SUBMIT COMPLETELY CLASSIFIED TECHNICAL PROPOSALS. THOSE PORTIONS THAT REQUIRE CLASSIFICATION SHALL BE SEGREGATED FROM THE MAIN PROPOSAL AND SUBMITTED SEPARATELY AS DESCRIBED BELOW.

L-3 PROPOSAL SUBMISSION GUIDANCE AND DIRECTION

In support of the DARPA Advanced Technology Office (ATO) Optically Designated Attack Munitions Program, the DARPA Contracts Management Office (CMO) is soliciting proposals from qualified organizations. Proposals will be accepted from all qualified offerors. It is the Government's overall objective, as outlined in the Technical Requirements Document (TRD), to solicit proposals to successfully design, build, test, optimize, and demonstrate a replacement fuze/guidance package that effectively converts current, ballistic 60 mm mortar munitions into optically designated 60 mm attack munitions. The intent is to provide a rapid path to an affordable and manufacturable end product. The proposals are to include a SOW detailing the offeror's approach to meeting the objectives as stated herein. The TRD will be retained as a contract compliance document upon award. Documentation to be delivered under this effort is described in the Contract Data Requirements List (see Section J and Exhibits A and B).

A "proposal" is the two-volume document that conforms to the form and format requirements specified in this RFP. Other supporting or background materials submitted with proposals will not be considered part of a proposal for the purpose of a proposal's evaluation, unless specifically stated otherwise in this solicitation.

Description of Effort:

The effort under this solicitation will be divided into three phases. Offerors shall prepare proposals encompassing all three phases to correspond with CLIN 0001, 0002, 0003, 0004, and 0005:

Phase I (CLIN 0001) - Preliminary and Critical Design (Base Period). Phase I will focus on the development of a system design capable of meeting or exceeding the Technical Requirement. The emphasis will be on component identification, component and subsystem performance characteristics, and an integrated design capable of meeting or exceeding system and operational performance specifications. Phase I shall last approximately 6-9 months and will end with a Critical Design Review (CDR). The results of that review and the contractor's performance to that point will be the basis for a decision whether to proceed to Phase II.

Phase II (CLIN 0002) - Brassboard Fabrication and Optimization (Option 1). Phase II will focus on detailed design, component and subsystem fabrication and qualification (to include simulated launch conditions), hardware-in-the-loop testing, subsequent optimization and re-qualification of components and subsystems, and test planning for field test and evaluation. With the proper safety pre-certifications, limited field testing may be performed by the contractor with inert rounds. This phase is expected to last approximately 12-15 months and will end with a Test Readiness Review (TRR). The results of that review and the contractor's performance to that point will be the basis for a decision whether to proceed to Phase III.

Phase III (CLIN 0003) - Field Test and Demonstration (Option 2). Phase III will focus primarily on the successful testing and demonstration of the optically designated mortars. Phase III duration will be a minimum of 6 months.

During Option 2 (Phase III) effort, the Government anticipates demonstration and flight-testing of full systems under both daytime and nighttime conditions. The Option 2 (Phase III) effort is also expected to result in a final manufacturing rate assessment and a unit cost estimate. During Option 2 (Phase III), Test Ranges and the costs associated therewith will be borne by the government. For planning purposes, the Government anticipates possible use of any of the following Test Ranges that are representative locations that will encompass arctic, desert, grassland, and urban warfare conditions.

Test ranges under consideration are as follows:

Yuma Proving Ground, Yuma, AZ
Idaho National Engineering Laboratory, Idaho Falls, ID
Aberdeen Proving Ground, Aberdeen, MD
Camp Lejeune, Jacksonville, NC

For this program, DARPA has established a notional total program cost of not-to-exceed (NTE) \$10,000,000. This notional total program cost NTE \$10,000,000 is for contract line item numbers (CLINs) 0001, 0002, 0003, and 0005 ONLY. CLIN 0005 is not-separately-priced (NSP) or equal to \$0 and included in the cost for CLIN 0001, 0002, and 0003. Offerors should price CLIN 0001, 0002, and 0003 such that when totaled, they collectively do not exceed \$10,000,000.

CLIN 0004 is included as a separately priced option that may be exercised at the Government's discretion. The cost for CLIN 0004 is not included in the established total program cost NTE \$10,000,000. The purpose of CLIN 0004 is to give the Government maximum flexibility for purposes of conducting any potential follow on production contract competition that may occur. The government is not obligated to conduct such a competition, however. The Government, however, requires "unlimited rights" to all data generated and/or developed under CLIN 0004. As no Government notional budget is established for CLIN 0004, offerors are cautioned to price CLIN 0004 in such a way that reflects a realistic assessment of the effort associated with this CLIN. A cost realism assessment of ALL CLINs under this RFP shall be conducted in accordance with the evaluation criteria stated in this RFP.

Submission Format, Proposals: Proposals must be submitted in hard copy, including an original and five (numbered 1 through 5) copies. Contractors shall also submit an electronic copy of their technical and cost proposal in MS-Word, and/or Excel on any of the following media: 3.5" diskette, 100 or 250 MB ZIP Disk, or CD-ROM. **Contractors are also requested to send one copy of their cost proposal to their cognizant DCAA, if known. Contractor's proposed rates shall be verified by DCAA, to the extent possible.**

PROPOSAL FORMAT

All proposals must be in the following format; nonconforming proposals may be rejected without review.

Proposals shall consist of two separate volumes, three-hole punched and placed into an appropriately tabbed and sized three ring binder. All pages shall be printed on normal-weight 8-1/2 by 11 inch paper with type not smaller than 12 point. Double-sized 11 by 17 inch paper may be used where appropriate, but each 11 by 17 inch page counts as two pages against the page count. Do not add card-stock (except where used as a tab) or protective covers. The page limitation for proposals includes all figures, tables, and charts. Volume I, Technical and Management Proposal shall include a table of contents indexed to those areas of the proposal that specifically address each of the elements listed in the evaluation criteria. It may include a short (one page) attached bibliography of relevant technical papers or research notes (published and unpublished), no more than 5 pages, which document the technical ideas and approach upon which the proposal is based. The table of contents and bibliography are not included in the page counts given below. The submission of other supporting materials along with the proposal is strongly discouraged and will not be considered for review.

Volume I shall not exceed seventy five (75) pages. The page count of the Table of Contents, Compliance Matrix, and Statement of Work sections are not counted in this total.

Offerors must submit an original and five (5) copies of the proposals. Annotate each set in the upper right corner of the first page with "original," or copy 1-5. Offerors must also submit an electronic copy of the proposal in MS Word and/or Excel format on 3.5" diskette, 100 or 250 MB ZIP disk, or CD-ROM media.

Volume I, Technical and Management Proposal (Not to exceed 75 pages)

This volume should consist of the following sections:

Official transmittal letter.

Cover sheet to include:

- (1) RFP number;
- (2) Lead Organization Submitting proposal;
- (3) Type of business, selected among the following categories: "LARGE BUSINESS," "SMALL DISADVANTAGED BUSINESS," "OTHER SMALL BUSINESS," "HBCU," "MI," "OTHER EDUCATIONAL," or "OTHER NONPROFIT";
- (4) Contractor's reference number (if any);
- (5) Other team members (if applicable) and type of business for each;
- (6) Proposal title;
- (7) Technical point of contact to include: salutation, last name, first name, street address, city, state, zip code, telephone, fax (if available), electronic mail (if available); and
- (8) Administrative point of contact to include: salutation, last name, first name, street address, city, state, zip code, telephone, fax (if available), electronic mail (if available).

1. **Table of Contents and Compliance Matrix** The Table of Contents shall not exceed one page. The Compliance Matrix shall not exceed 2 pages, and shall clearly identify the Evaluation Criteria and where the pages and/or sections in which the documentation supporting the Criteria are to be found. Neither of these documents will be included in the total page count.
2. **Executive Summary** The Executive Summary should provide the reader with the high points of the proposed effort, including the cost of the base effort and total project, projected outcome as compared with the stated requirements, technical approach, key risk items, risk mitigation process, and the means through which the results of the successful project will be made available to future government development or acquisition efforts. The Executive Summary shall not exceed 2 pages.
3. **Concept Description/Technology Overview** The Concept Description should clearly describe the design and operational concept of the proposed system. This section is comprised of three subsections:

3.1 Basic Systems Design.

The basic design of the proposed system, with a clear definition of the required technologies, shall be described in terms of meeting the published requirements and concept of operations. Component and subsystem performance characteristics shall be defined and shown how when integrated, they meet system and operational performance specifications. Multiple designs, based on inherent technical risk in development, may be proposed and compiled in a clear matrix, but their individual program approach and cost must be clearly defined in the proposal so the Government can choose the best approach to meet its needs. Offerors will be expected to complete a matrix of evaluation factors as provided in the Government's stated evaluation criteria to allow reviewers to easily identify technical basis for rationale of design and technology selection. In addition, each offeror is requested to perform a self-evaluation to ensure they understand the quality of their own assessment of design, requisite technologies, manufacturability and operational performance. Higher points will be given to those approaches that credibly offer affordable approaches to system fabrication.

3.2 Proposed Technologies.

The offeror shall provide a summary of the technology trades done to identify the requisite technologies for components and subsystems, and the basis of selection over all other technologies. The ability to integrate these technologies into a working systems must be discussed, i.e., assesses integration risk, besides just on a component/subsystems performance basis. The tolerance of those component technologies to long shelf-life without maintenance/calibration, operational environment extremes and component (e.g., temperature, salt fogs, water immersion, shock, vibration) also shall be considered as part of these trades. The ease of manufacturing such a system must be discussed, include whether components / subsystems can be fabricated by modifying

existing lines, or must be built using new lines and capital equipment. Higher points will be given to those approaches that leverage existing manufacturing process and lines.

3.3 Viability of Technology and System Development / Risk Mitigation

Describe the key technical components / subsystems necessary to meet the published requirements, and the basis for their meeting, or exceeding, required performance in its integration into the system. Quantitative basis is preferred, even if uncertainty exists, and will receive higher points. Identify risk mitigation approach for their development, as well as any "work arounds." The component technologies should each be assessed in terms of its Technology and/or Software Readiness Levels (TRL/SRL), as well as its maturity and manufacturability. Higher points will be given for well thought-out, technically sound risk mitigation and work around approaches.

4. **Program Approach and Technology Transition.** Describe the overall program approach to the development and ultimate manufacturing of the envisioned product. Using the risk mitigation process, show the robustness of the program in adapting to schedule delays without increasing program costs, and how the program will use "work arounds," if required, to that same end. Describe how this program supports the certification of requisite component and subsystems to TRL/SRL 6 levels necessary for transition to a DoD Acquisition Program. Specifically, describe the type of testing, equipment and rigor that will be employed to that end. Provide evidence that similar approaches have yielded S&T transition to acquisition, including said demonstrations of TRL/SRL 6. Describe first-order schedule and costs of the envisioned subsequent System Development and Demonstration program.
5. **Program Plan and Schedule, including WBS.** Include a detailed schedule for the proposed effort including the base effort and all proposed option efforts. Provide a Level III WBS and including a series of milestones that track the major progress steps, decision points, and key deliverables of the project. Separately describe the risk mitigation efforts that will have been executed leading up the deliverables (i.e. PDR, CDR, etc.). Key deliverables, as applicable, include hardware, industry-standard device models, design summaries, major technical reports, and major technology transition actions. Provide a manpower allocation table, by month for the Phase I, and by quarter for Phases II and III. The availability and allocation of key staff to the program should be called out as separate lines in the manpower allocation table.
6. **Analysis and Justification of Estimated Production Cost.** A preliminary cost evaluation, based on the early design and technical parameters, shall be included in the proposal. The price construct of Optional Level III Drawings (CLIN 0004) must be consistent with the per-unit-production cost and program efforts. The cost per unit calculation must address all of the production WBS elements listed as part of the Replacement Fuze Assembly:
 - Structure
 - Sensors/Seekers
 - Guidance Processor
 - Control Mechanisms
 - Power Source
 - Connectors/Cables
 - Integration/Assembly, Test, and Checkout

The *pro-rata* portion of the associated Program Management costs, Manufacturing Support costs and Non-Recurring Production Tooling and Test Equipment costs shall also be included as part of the total ODAM cost per unit cost projections. It is also assumed that there are no changes to the existing 60mm mortar launch systems to accommodate the new ODAM capability. Offerors should also identify their willingness, capability, and intent to manufacture or have manufactured the resulting system – or alternatively, proposed terms under which all the necessary intellectual property and know-how will be made available to other qualified manufacturing entities for subsequent manufacture of items for government use. Offerors must also identify the potential costs associated with the Government's unlimited rights to the ODAM Level II and Level III drawing packages.

7. **Cost Summary** Provide a table that summarizes the costs of the proposed project at the task level by phase and by government fiscal year.
8. **Management Structure and Plan** Offerors should identify the experience and qualifications of their management team, and the organization of the team. They should also include a subcontracting plan, if applicable, and include clear divisions of responsibilities, authority, and lines of communication. Clearly identify assignment of resources to appropriate work phases, soundness of schedule network, and ability to meet schedule with planned resources.
9. **Personnel** List the top three (3) Key Personnel for the proposed effort and include brief resumes (no more than one (1) page for each. These top three should be Program Manager, Chief Technical Officer/Chief Engineer, and Lead Software Developer. Contractors may include any other individual considered critical to the performance of the proposed effort. Show an organization chart for the project and indicate the line of responsibility to a cognizant Corporate Responsible Official. Include a staffing matrix indicating key personnel and staffing category hours by task for the base effort and by project phase and government fiscal year for the entire project. All resumes submitted will be part of the final page count limit.
10. **Facilities** Describe the facilities that will be used for the proposed effort.
11. **Statement of Work and Deliverables** {Not included in page count} A Statement of Work for the project, in plain English, outlining the scope of the effort and citing specific tasks to be performed and specific contractor requirements. Separately number the pages of this section (e.g. “S1, S2” or “i, ii, iii, ...”). The Statement of Work should be written in conjunction with, and supported by, the WBS.

Volume II, Cost Proposal – {No page limit}

- 1) A cover sheet to include: (1) Name and address of offeror (*include zip code*); (2) Name, title, and telephone number of Offeror’s point of contact; (3) Award instrument requested: cost-plus-fixed-fee (CPFF), cost-contract--no fee, cost sharing contract--no fee, or other type of procurement contract; (4) Place(s) and period(s) of performance; (5) Total proposed cost separated by basic award and option(s); (6) Name, address, and telephone number of the Offeror’s cognizant Defense Contract Management Agency (DCMA) administration office (*if known*); and (7) Name, address, and telephone number of the Offeror’s cognizant Defense Contract Audit Agency (DCAA) audit office (*if known*).
- 2) Detailed cost breakdown to include: (1) total program cost broken down by major cost items (direct labor, subcontracts, materials, travel, other direct costs, overhead charges, etc.) and further broken down by Government Fiscal Year (GFY); (2) major program tasks by GFY; (3) an itemization of major subcontracts (labor, travel, materials and other direct costs) and equipment purchases; (4) a summary of projected funding requirements by month; and (5) the source, nature, and amount of any industry cost-sharing. If the effort consists of multiple portions that should be partitioned for purposes of funding, these should be identified as options with separate cost estimates for each.
- 3) Supporting cost and pricing information in sufficient detail to substantiate the summary cost estimates in (2), above. Include a description of the method used to estimate costs and supporting documentation. Provide the basis of estimate for all proposed labor rates, indirect costs, overhead costs, other direct costs and materials, as applicable. If proposed rates are approved by your cognizant DCMA, please provide a copy of the approval documentation. **Before award, contractor must first be approved by DCAA as having a cost accounting system that is acceptable for a cost-type contract if this is the contracting type vehicle that they are proposing. Contractor may contact his local DCAA for guidance on this matter**

L-4 Government Furnished Property/Equipment

If any portion of the work effort is predicated upon the use of any Government owned resources of any type (i.e., data/information, material/equipment, facilities, etc.), other than that which is identified at Section H of this solicitation, the Offeror shall specifically identify the property or other resources required, the date the property or resource(s) is required, the duration of the requirements, the source from which the resource is required, if known, and the impact on the work effort if the resource cannot be provided. If no additional Government Furnished Property/Equipment is required to conduct the proposed work effort, the Offeror shall so affirmatively state in their proposal.

L-5 Anticipated Award(s)

Under this RFP, DARPA reserves the right to fund none, one, or up to two (2) contract awards. In the event that one or two contract awards are made, DARPA anticipates that funding will be provided initially for Base (Phase I) effort only. Following the Base (Phase I) effort, DARPA reserves the right to exercise the Option 1 (Phase II) effort for each awardee, one awardee, or none of the awardees. It is further anticipated that following the Option 1 (Phase II) effort, DARPA will exercise the Option 2 (Phase III) effort for only one contract awardee. DARPA reserves the right, however, to exercise the Option 2 (Phase III) effort for each awardee, one awardee, or none of the awardees.

L-6 Technical Support

The Government intends to use employees and subcontractors of SRS Technologies, Inc. of Arlington, Virginia to assist in administering the evaluation of the proposals and to provide advice regarding portions of the technical content of the proposals to the Government evaluators. These personnel will have signed, and will be subject to, the terms and conditions of a Non-Disclosure Agreement. By submission of its proposal, an offeror agrees that its proposal information may be disclosed to employees of SRS its subcontractors, and consultants, for the limited purpose stated above. Only Government evaluators, however, will make technical evaluations and award determinations under this RFP.

L-7 Organizational Conflicts of Interest

Awards made under this RFP are subject to the provisions of the Federal Acquisition Regulations (FAR) Subpart 9.5, Organization Conflicts of Interest. All offerors and proposed subcontractors must, therefore, affirm whether or not they are providing any scientific, engineering, and technical assistance (SETA), or similar support, to any DARPA office through an active contract or subcontract. All affirmations must state which office(s) the offeror and/or subcontractor supports, if any, and identify the prime contract number(s). Affirmations should be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest, as that term is defined at FAR 9.501, must be disclosed in writing to the Contracting Officer. The disclosure shall include a description of the action the offeror and/or subcontractor has taken, or proposes to take, to avoid, neutralize, and/or mitigate such conflict. The Contracting Officer reserves the right, in accordance with the applicable FAR part, to disqualify any offeror and/or subcontractor that fails to convince the Contracting Officer that an Organizational Conflict of Interest does not exist or that can not be effectively avoided, neutralized, and/or mitigated.

L-8 Procurement Integrity

Certain post-employment restrictions on former federal officers and employees may exist, including special Government employees (Section 207 of Title 18, United States Code). If a prospective offeror and/or subcontractor believes that a conflict of interest exists, or may soon exist, the situation should be brought to the attention of the Contracting Officer in writing, prior to submission of a proposal. Matters disclosed after proposal submission will not be viewed favorably by the Government and may result in nonaward.

L-9 Security Information

Contract award is expected to result in access to classified information. An awardee specific DD Form 254 will be issued upon contract award. Proposers submitting classified information must first receive permission of the Original Classification Authority (OCA) to use the OCAs information in replying to this RFP, and cite and submit the applicable OCA classification guide(s) to ensure that the classified information is protected appropriately.

A draft Security Classification Guide (SCG) from DARPA is available to eligible participants in order to properly protect any information submitted as a result of this solicitation. To obtain a copy of the draft Security Classification Guide, please contact:

Mr. Eugene (Gene) McGoldrick
Phone: (703)526-4747
Secure FAX: (703)526-4750
Email: emcgoldrick@darpa.mil

Comments about the SCG should be directed to Mr. Gene McGoldrick.

Collateral Classified Data: Use classification and marking guidance provided by previously issued security classification guides, the Information Security Regulation (DoD 5200.1-R), and the DoD Overprint to the National Industrial Security Program Operating Manual (DoD 5220.22-M) when marking and transmitting information previously classified by another original classification authority. Classified information at the Confidential and Secret level may only be mailed via U.S. Postal Service (USPS) Registered Mail or U.S. Postal Service Express Mail (USPS only; not DHL, UPS or FedEx). All classified information will be enclosed in opaque inner and outer covers and double wrapped. The inner envelope shall be sealed and plainly marked with the assigned classification and addresses of both sender and addressee. The inner envelope shall be addressed to:

Defense Advanced Research Projects Agency (DARPA)
ATTN: HR0011-04-R-0001, DARPA/CMO, Anthony E. Cicala
3701 North Fairfax Drive, Suite 832
Arlington, VA 22203-1714

The outer envelope shall be sealed with no identification as to the classification of its contents and addressed to:

Defense Advanced Research Projects Agency (DARPA)
Security & Intelligence Directorate, Attn: CDR
3701 North Fairfax Drive, Suite 832
Arlington, VA 22203-1714

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 that 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, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, 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 subfactors 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.

(End of provision)

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.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee Completion Type contract resulting from this solicitation.

(End of clause)

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.

NOTE: OFFERORS SHOULD SUBMIT ALONG WITH THEIR PROPOSALS, VERIFICATION OF OFCCP COMPLIANCE, OR A STATEMENT ACKNOWLEDGING THAT A PREAWARD COMPLIANCE EVALUATION BY THE OFCCP WILL BE REQUIRED, FOR ANY PROPOSAL SUBMISSION IN THE AGGREGATE OF \$10 MILLION OR MORE, AS DEFINED IN FAR 52.222-24 HEREIN. THIS INFORMATION WILL NOT BE COUNTED AGAINST OFFERORS FOR PURPOSES OF ANY PAGE COUNT LIMITATIONS IMPOSED BY THIS SOLICITATION.

(End of provision)

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:

DARPA/CMO
Attn: Anthony E. Cicala, Contracting Officer
3701 N. Fairfax Drive
Arlington, VA 22203-1714

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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 documents, 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 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:

SECTION M Evaluation Factors for Award

M-1 Evaluation Summary.

M-1.1 Basis for Contract Award. Under this RFP, DARPA reserves the right to fund none, one, or up to two (2) contract awards. In the event that one or two contract awards are made, DARPA anticipates that funding will be provided initially for Base (Phase I) effort only. Following the Base (Phase I) effort, DARPA reserves the right to exercise the Option 1 (Phase II) effort for each awardee, one awardee, or none of the awardees. It is further anticipated that following the Option 1 (Phase II) effort, DARPA will exercise the Option 2 (Phase III) effort for only one contract awardee. DARPA reserves the right, however, to exercise the Option 2 (Phase III) effort for each awardee, one awardee, or none of the awardees. If an award, or awards, is/are made under this RFP, any such award will be made on the basis of competitive source selection (FAR Subpart 15.3), and using "Best Value" criteria per FAR 15.101. Award will be made to the responsible Offeror;

- Whose proposal is technically acceptable;
- Whose offer is deemed responsive to the solicitation requirements;
- Whose price is deemed fair and reasonable;
- Whose overall offer represents the "Best Value" to the Government, proposed cost and other factors considered, consistent and compliant, with the Evaluation Factors specified for this solicitation

M-1.2 Evaluation Criteria Summary. The government will evaluate acceptable proposals based on the six criterion identified herein. The evaluation will weight each of the six criterion areas as follows: Criterion 1, 2, 3, and 4 are of equal weight, and are each worth 22% of the total score. Criterion 5, & 6 are of significantly lower weight than Criterion 1, 2, 3, and 4. Criterion 5 is worth 9% of the total score, and Criterion 6 is worth 3% of the total score. Successful proposals should incorporate a balanced approach that responds to all six of the aforementioned selection criteria. Each of the six criteria will be rated based on numerical scores from 0 to 100. The overall weighted score, as discussed above, will be assigned to offerors proposals based on the Government's assessment of the offerors proposal. The two highest scoring proposals, compliant with the terms and conditions specified for this RFP, and evaluated in accordance with the six criteria noted herein, are anticipated to result in contract award.

M-1.3 MINIMUM ACCEPTABLE CRITERIA. In order to be considered for proposal evaluation and subsequent award, the offerors proposal must meet the following minimum promulgated requirements. Any proposal failing to meet the minimum promulgated requirements as specified below, will automatically be considered unacceptable and such proposal will be removed from further consideration and/or evaluation. The minimum acceptable requirements for this RFP are as follows:

Minimum Requirements

- Accuracy of 4m CEP within a +/- steering range of 100 m from its nominal ballistic trajectory. Technical justification for CEP estimates must be included in the proposal.
- Contact fuze detonator is required.
- Alterations to fuze/guidance package only; designs altering base mortar components are unacceptable.
- Production cost of fuze package replacement shall not exceed \$500 (GFY04\$).
- Program cost NTE \$10,000,000 (GFY04\$). [NOTE: The Government Program cost NTE \$10,000,000 does not include CLIN 0004. The Government Program cost NTE \$10,000,000 includes CLIN 0001, 0002, 0003, and 0005 ONLY.]
- Daytime operational capability for arctic (high reflectance white), grassland (moderate reflectance green), desert (moderate reflectance brown), and urban (variegated) warfare environment.
- Interoperability with nighttime designation capabilities that are currently fielded
- Program schedule NTE 30 months.

NOTE: ANY PROPOSAL IN WHICH ANY OF THE CRITERION SPECIFIED HEREIN ARE RATED “UNACCEPTABLE” BY THE GOVERNMENT WILL RESULT IN THE TOTAL PROPOSAL BEING FOUND “UNACCEPTABLE.”

M-2 General Procedures.

For an offer to be acceptable for award, the Offeror must agree to the terms and conditions specified in Sections A through K of this solicitation, agree to the associated solicitation provisions and/or resulting contract clauses, and agree to the final negotiated Contractor Statement of Work (SOW) and supporting documents which form the scope of performance. The Offeror must also completely and thoroughly review this RFP in its entirety, fill in the values associated with contract line item numbers (CLINs) 0001, 0002, 0003, and 0004 listed in Section B, with the values of CLINs 0001, 0002, and 0003 not-to-exceed \$10,000,000. The offeror must also complete all required Representations, Certifications and Other Statements of Offerors listed in Section K, follow the specific instructions listed in Section L, fill in any and all other necessary areas of the solicitation, comply with the attachments to the RFP, and otherwise comply with all requirements delineated for this solicitation.

M-3 Evaluation Criteria.

Criterion 1: Technical realism and viability/Realistic and Supported Performance Metrics

The offering must be both technically achievable and viable, within the scope (cost and schedule) of this program. Criterion 1 consists of Criterion 1A and Criterion 1B as described below. The maximum number of points for this criterion is 100 points.

Criterion 1A. Realistic and Supported Performance Metrics

Contractors must provide a justified estimate of a realistic CEP for Static $r=100m$ for each of the short, medium, and long ranges as shown in the table below. (r is defined as the radial change in impact position from its nominal ballistic trajectory).

Baseline Performance:

Static Designated Target Maximum Steering Radius 100 m		
	Day CEP	Night CEP
Short Range (1.2 km)		
Medium Range (2.2 km)		
Long Range (3.2 km)		

Points will be assigned to each element in the above table on the basis of the indicated CEP of the proposed solution, supported with calculation, analysis and data, and verified by Government Evaluators as supportable, as follows:

Point Table for Baseline, Static Designated Target Maximum Steering Radius 100 m	
CEP	Points
□ 4 meters	3
□ 3 meters	7
□ 2 meters	10

Extended Performance:

Contractors may additionally perform calculations of CEP for a static designated target for a maximum steering radius of 200m, and/or CEP for a designated target moving at 30 kph, for each of the medium and long range cases shown below. These extended capabilities are not mandatory; however proposals addressing these metrics, supported with calculations, analysis, and data, and verified by Government Evaluators as supportable, may be awarded additional points, as specified herein.

Static Designated Target Maximum Steering Radius 200 m		
	Day CEP	Night CEP
Medium Range (2.2 km)		
Long Range (3.2 km)		

Designated Target Moving at 30 kph		
	Day CEP	Night CEP
Medium Range (2.2 km)		
Long Range (3.2 km)		

Points will be assigned to each element in the above two tables on the basis of the indicated CEP of the proposed solution, supported with calculation, analysis and data, and verified by Government Evaluators as supportable, as follows:

Point Table for Extended Performance Static Designated Target Maximum Steering Radius 200 m Or Designated Target Moving at 30 kph	
CEP	Points
□ 8meters	1
□ 4 meters	3
□ 2 meters	5

All CEP calculations must be accompanied by technical analysis to demonstrate feasibility of achieving those objectives. This must include detailed explanation of designators for both nighttime operations and daytime operations. Daytime operations must include discussion of designation capabilities in grassland, desert, arctic, and urban warfare environments.

Criterion 1B. Assessment of Risk

Based upon the metrics provided by the offeror for Criterion 1A, the Government will perform a technical evaluation of the contractor’s proposed approach in accomplishing the objectives of this RFP, and assign a grade of LOW RISK, MEDIUM RISK, or HIGH RISK based on an analysis of the following:

- The effectiveness, design maturity and reliability of the subsystems and components to be used
- Detailed justification and rationale to show how proposed system will achieve performance
- The key technologies used, including their risks, maturity, and industrial base
- The key technical parameters, both those specified and offeror supplied
- The testing done to date and the degree to which it adds confidence to the design and concept
- The systems engineering approach and systems engineering plan for risk reduction
- The testing and evaluation strategy or approach, to include an evaluation of the degree to which it progressively verifies performance and reduces risk

For informational purposes, the following “Risk” definitions are applicable, and will result in adjustment to the scores given for Criterion 1A, as specified below:

“LOW RISK” – proposed metrics are technically sound, substantiated with supportable data, and the Government Evaluation team has a “high level” of confidence that the proposed strategy and approach for accomplishing the objectives of this RFP can be accomplished within the offeror’s proposed cost, schedule, and performance parameters.

Criterion 1A Evaluation Adjustment: NONE.

“MEDIUM RISK” – proposed metrics represent a challenging approach to accomplishing the objectives of the RFP, data is not completely supportable or substantiated, and the Government Evaluation team has a “moderate level” of confidence that the proposed strategy and approach will meet the objectives of the RFP within the cost, schedule, and performance parameters proposed by the offeror.

Criterion 1A Evaluation Adjustment: 15 points deducted from Criterion 1A score.

“HIGH RISK” – proposed metrics for accomplishing the objectives of the RFP are extremely questionable, metrics are unsubstantiated and/or unsupported, and the Government Evaluation team has a “low level” of confidence that the objectives of the RFP can be accomplished within the offeror’s proposed cost, schedule, and performance parameters.

Criterion 1A Evaluation Adjustment: 30 points deducted from Criterion 1A score.

Criterion 2: Realistic and Supported Cost-per-Unit Estimated Production Cost

Points will be awarded based on the realistic and supported cost-per-unit estimated production cost, as shown in the table below. The maximum number of points for this criterion is 100 points.

Points	Production Cost (\$)
100	30
90	50
80	100
70	150
60	200
50	300
35	400
20	500

The per unit cost of the fuze/guidance package replacement, assuming an order of 30,000 units, must be below \$500 (GFY04\$). A preliminary cost evaluation, based on the early design and technical parameters, must be included in the RFP. The price construct of Optional Level III Drawings (CLIN 0004) must be consistent with the per-unit-production cost and program efforts.

The cost per unit calculation must address all of the production WBS elements listed as part of the Replacement Fuze Assembly:

- Structure
- Sensors/Seekers
- Guidance Processor
- Control Mechanisms
- Power Source
- Connectors/Cables
- Integration/Assembly, Test, and Checkout

The *pro-rata* portion of the associated Program Management costs, Manufacturing Support costs and Non-Recurring Production Tooling and Test Equipment costs shall also be included as part of the total ODAM cost per unit cost projections. It is also assumed that there are no changes to the existing 60mm mortar launch systems to accommodate the new ODAM capability.

Cost analysis and breakdown to support the cost estimate must accompany the estimation. This includes the projected costs for the Bill of Material (BOM) and Labor (Fabrication, Assembly, Integration & Test) associated with the various WBS elements shown earlier. The Per-unit-production cost estimates for the ODAM replacement Fuze Assembly are to be based on a total production of 30,000 units to be delivered no more than 6 months from date of order.

Criterion 3: Realistic and Supported Program cost

Points will be awarded for the realistic and supported program cost as shown in the Table below. The maximum number of points for this criterion is 100 points.

Points	Program Cost (\$M)
100	5
90	5.5
80	6
70	6.5
60	7
50	8
35	9
20	10

Offerors may bid any total cost they deem realistic that is below the established NTE \$10,000,000 ceiling for CLINs 0001, 0002, 0003, and 0005. As previously stated, the NTE \$10,000,000 ceiling does not include the cost for CLIN 0004. Cost proposals will be evaluated for the reasonableness of costs, and the risk that the development costs associated with the program could escalate to the point that the government funding will not allow completion of the program.

Cost realism for this development effort will be evaluated in the Cost Volume and in concert with the Technical Volume. The objective of this criterion is to assess the risk in the proposed program. The costs must be realistic relative to the scope of the proposed program, and are not to exceed a total ODAM program cost of NTE \$10,000,000 (total Then Year \$) for all of the contractor’s Phases I, II, and III (CLINs 0001, 0002, 0003, and 0005 inclusive) efforts. Any use of or leverage from non-DARPA ODAM program funding, such as contractor investments, other related programs, etc. shall be clearly identified.

The contractor must also identify the potential costs associated with the Government’s unlimited rights to the ODAM Level II and Level III drawing packages, as stipulated in CLIN 0004.

Criterion 4: Realistic and Supported Program Schedule

Points will be awarded for the realistic and supported program schedule as shown in the Table below. The maximum number of points for this criterion is 100 points.

Points	Program Schedule (Months)
100	24
80	<26
50	<28
20	□30

The development schedule of 30 months is considered adequate; 24 months is optimal.

Proposers shall provide a detailed Level 3 Work Breakdown Structure (WBS) in support of the proposed Program Schedule. The effort under this solicitation will be divided into three phases. Offerors shall prepare the WBS to support proposals encompassing all three phases.

Phase I – Preliminary and Critical Design with an emphasis on component identification and design. Phase I shall last approximately 6-9 months and will end with a Critical Design Review (CDR). The results of that review and the contractor’s performance to that point will be the basis for a decision whether to proceed to Phase II.

Phase II – Brassboard Fabrication and Optimization with an emphasis on detailed design, component qualification (to include simulated launch conditions), hardware-in-the-loop testing, and test plan for full system test and evaluation. This phase is expected to last approximately 12-15 months and will end with a Test Readiness Review (TRR). The results of that review and the contractor’s performance to that point will be the basis for a decision whether to proceed to Phase III.

Phase III - Subject to the results of the Phase II TRR, the contractor will be selected to continue into the field test and demonstration. Phase III will focus primarily on the successful testing and demonstrations of the optically designated mortars. Phase III duration will be a minimum of 6 months.

Criterion 5: Management Evaluation

Points will be awarded on the basis of the strength of the management team, the proposed management plan, and the offerors proposed participation of small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, women-owned small business and/or historically black colleges or universities and minority institutions in performance of the contract. The management evaluation will include a review of the submitted program plan, and will be evaluated for the factors given below. The maximum number of points for this criterion is 100 points. The maximum points for each factor are listed previous to the factor.

- [18 points] The experience and qualifications of the top management team
- [18 points] The organization of the team, including clear division of responsibility and authority and lines of communication
- [18 points] Management plan, inclusive of project management, resource management, and test management
- [18 points] Program risk mitigation plan, inclusive of the soundness of the schedule network including its sensitivity to unexpected delays and the schedule critical path;
- [18 points] The assignment of resources to the appropriate phases of work; and visibility into the progress, costs, and risks in the development.
- [10 points] The extent of participation of small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, women-owned small business and/or historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such organizations in terms of the value of the total acquisition and the complexity and variety of the work such organizations are to perform.

Criterion 6: Past Performance

All offerors will be evaluated on the basis of their past performance on government projects of a similar size and scope. The maximum number of points for this criterion is 100 points.

On the basis of the Offeror’s Past Performance composite rating, described below in this section, the points scored in this criterion are

Points	Past Performance Rating
100	Excellent
60	Good
20	Neutral
0	Poor

Past Performance is a measure of the degree to which an offeror, as an organization, has satisfied its customers in recent works, and complied with Federal, State and Local laws and regulations. The offeror shall provide a list of people capable of evaluating the Offeror's past performance during the past three (3) years in the following areas:

Performers will be evaluated on the basis of:

- The quality and timeliness of the offeror's work;
- The reasonableness of its prices, costs and claims;
- The reasonableness of its business behavior/practices - its willingness to cooperate and helpfulness in solving problems;
- The Offeror's concern for the interests of its customers;
- The Offeror's ability to comply with Small Business Subcontracting requirements pursuant to FAR 52.219-8 and 52.219-9; and
- The Offeror's integrity.

These past performance areas are of equal value for purposes of this evaluation. The Past Performance Questionnaire to be used for surveying Offeror's past performance is provided at Attachment 3. If the reference is a Government Contracting Organization, and has previously collected past performance information on the identified contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the attached Past Performance Questionnaire.

The offeror will provide the list of references/evaluators as part of their proposal using the Past Performance Questionnaire found at Attachment 3. The completed Past Performance Questionnaire must include the names of at least two (2), but not more than five (5) Past Performance contacts. Offerors who cannot provide at least two (2) references will explain why in their proposal. Offerors will complete the cover sheet of the Past Performance Questionnaire, provided as Attachment 3, and for each reference/evaluator listed, send the entire Past Performance Questionnaire to the reference. The offeror shall request the reference(s) to complete the Past Performance Questionnaire and return it no later than 21 calendar days after the issuance date of this solicitation. This means that the offeror should provide the Past Performance Questionnaire to the reference(s)/evaluator(s) selected as soon as possible after release of this solicitation. All Past Performance Questionnaires shall be sent to the attention of the Contracting Officer, Anthony E. Cicala. Failure of the reference(s)/evaluator(s) to return the completed Past Performance Questionnaire to the Contracting Officer within the requested timeframe herein, will increase the likelihood that the Government will evaluate the offeror's past performance as "Neutral" and so consider that evaluation in the terms of the Government's best-value award decision.

Nothing herein shall prejudice the government's right to search other records, including the Past Performance Information Retrieval System (PPIRS), and other such Past Performance collection databases, and/or to initiate contact with others that may be cognizant of the offerors past performance.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)