

# Propelling Research, Development and Training Technology Into the 21st Century



BROAD AGENCY ANNOUNCEMENT  
NAVAL AIR WARFARE CENTER TRAINING SYSTEMS DIVISION  
OFFICE OF THE SECRETARY OF DEFENSE

LIVE FIRE  
TEST  
&  
TRAINING



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**NAVAL AIR WARFARE CENTER  
TRAINING SYSTEMS DIVISION**

**BROAD AGENCY ANNOUNCEMENT**

**LIVE FIRE TEST AND TRAINING PROGRAM**

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THIS BAA SHALL REMAIN IN EFFECT UNTIL SUPERCEDED OR EXPIRED

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## **1.0 INTRODUCTION**

### **1.1 AUTHORITY**

The Naval Air Warfare Center Training Systems Division (also known as NAVAIR Orlando) issues this Broad Agency Announcement (BAA) under the provisions of paragraphs 35.016 and 6.102(d)(2) of the Federal Acquisition Regulation (FAR), which provides for the competitive selection of research proposals. Contract(s) based on responses to this BAA are in full compliance with the provisions of PL 98-369, "The Competition in Contracting Act of 1984."

NAVAIR Orlando contracts with educational institutions, nonprofit organizations, and private industry for research and development (R&D) in those areas covered in Section 2.0 of this BAA. This BAA is intended to cover R&D in the area of Live Fire Test and Training (LFT&T) technology, which includes joint service interest in alternative uses for simulation and synthetic environment technologies that can mutually benefit both military training and Live Fire Test and Evaluation (LFT&E).

### **1.2 PROCESS**

The following four-step sequence is established for offerors contemplating submission of a proposal under this BAA. This sequence allows for an early determination of the potential for interest based on technical merit, applicability to the LFT&T Program, and projected funding. This process is designed to limit offeror and Government expenditure of effort to prepare and review formal proposals for research that may have little chance of being supported.

#### **1.2.1 Step 1 - Technical Dialog - Synopsis Review**

The technical dialog begins with the submission of a project synopsis via the LFT&T website at <http://www.afams.af.mil/programs/projects/lfft/>. Please see Section 3.0 for synopsis submission, disclosure, and review information. Please note that the Government will use non-Government participants during the synopsis review process. Synopses will be reviewed whenever they are submitted in response to this BAA. However, each fiscal year's (FY) funding level, timing, and obligation guidance will determine the availability of funds for allocation at any given time. In order to optimize program obligation each year, candidate project synopses will need to be evaluated by the third quarter of the previous FY. This will ensure appropriate review before final selection, while avoiding delays in meeting funding timelines. While residual/additional funding may be available for submissions later in the year, meeting this submission guideline will ensure the best opportunity for support.

All submitted synopses will undergo a review for technical merit and program applicability. Project synopses with sufficient merit to the LFT&T program will be offered the opportunity to submit a white paper, in Step 2, further detailing their project objectives and processes.

#### **1.2.2 Step 2 - Technical Dialog - White Paper Review**

White papers for the project synopses determined in Step 1 to have technical merit and program applicability shall be submitted to the same website as the project synopses. Please see Section 3.0

for white paper submission, disclosure, and review information. Please note that the Government will use non-Government participants during the white paper review process. A timeline for submission of white papers will be established in individual project synopsis review result notifications. This step in the process is designed to assist offerors in clearly articulating their projects to the Government; therefore, early submission is encouraged in order to provide adequate time for dialog.

The LFT&T Technical Point of Contact (TPOC) will screen the submittals for clarity and completeness and notify the potential offerors of any discrepancies. The TPOC is identified below:

Name	Email	Phone
Primary : William A. Duncan	<a href="mailto:William.Duncan@navy.mil">William.Duncan@navy.mil</a>	(407) 380-8183
Secondary : Pamela L. Moyers	<a href="mailto:Pamela.Moyers@navy.mil">Pamela.Moyers@navy.mil</a>	(407) 380-8582

All submitted papers will then undergo an initial review, by a technical review team, for technical merit and program applicability. The technical review team will discuss the proposed project with the potential offeror, as required, to facilitate the Government's understanding of the scientific and technical aspects of the proposed research project. The offeror may also elicit input, from the technical team, concerning potential Government sponsors and users of the candidate project's deliverables; then the offeror may contact those Government agencies to assess their interest and potential involvement in the project. Responsibility for securing Government sponsorship remains with the offeror.

After the initial review of submissions, the white papers with the highest potential for interest will be forwarded to the LFT&T Senior Advisory Group (SAG) for determination of their potential for funding. The TPOC will notify each offeror whether or not their white paper was determined to have high potential. Offerors whose white papers were determined, in the review process, to have a lower potential for interest may request informal feedback from the TPOC to assist in preparing future LFT&T BAA submissions.

### 1.2.3 Step 3 - Technical Dialog - Senior Advisory Group (SAG) Review

Potential offerors whose white papers have the highest potential for interest shall provide project briefings to the SAG. The SAG is responsible for determining which new projects have the highest potential for interest (including technical merit and applicability) and funding. The SAG consists of the following voting members (membership is limited to Government participants):

- Deputy Director, Operational Test and Evaluation/Live Fire Test and Evaluation (OSD/DDOT&E/LFT&E)
- Program Executive Officer, Simulation, Training, and Instrumentation (PEO STRI)
- Commanding Officer, Naval Air Warfare Center Training Systems Division (NAVAIR Orlando)
- Commander, Air Force Agency for Modeling and Simulation (AFAMS)
- Marine Corps Systems Command, Program Manager, Training Systems (PMTRASYS)

The briefings will provide the potential offerors with an opportunity to explain, directly to the SAG, the benefits of their project to the LFT&T Program. All travel costs associated with this briefing shall be borne by the potential offeror. As a result of these briefings, the SAG will decide

which projects have the greatest interest (technical merit and applicability) and the greatest potential for funding, given current funding constraints. The TPOC will notify potential offerors whether their project has been determined by the SAG to have a high potential for interest and funding. The TPOC will invite potential offerors whose projects received SAG endorsement as the highest potential for interest and funding to submit a formal proposal (see Step 4 below). Offerors whose projects were determined to have lower potential for interest and funding, based on the SAG review, may request informal feedback from the TPOC to assist in preparing for future LFT&T BAA submissions.

#### **1.2.4 Step 4 - Formal Proposal - Submission, Evaluation, and Contract Award**

This step ends the technical dialog. Potential offerors whose projects have a high potential for interest and funding may submit a formal proposal. Please see Section 4.0 for formal proposal preparation and submission requirements. Please note that the Government will use non-Government participants during evaluation of the proposal's technical section. Once the Contracting Officer receives a formal proposal, communication regarding the formal proposal between the TPOC/scientific personnel/SAG and the offeror is permitted only as authorized by the Contracting Officer.

All formal proposals will undergo an initial review and a peer review (see Section 5.0). Upon completion of the initial review, the Contracting Officer will notify the offeror, in writing, whether the proposal has been selected to be processed for award.

### **1.3 GOVERNMENT OBLIGATION**

**PERSONS SUBMITTING PROJECT SYNOPSES, WHITE PAPERS AND PROPOSALS ARE CAUTIONED THAT ONLY A CONTRACTING OFFICER MAY OBLIGATE THE GOVERNMENT TO ANY AGREEMENT INVOLVING EXPENDITURE OF GOVERNMENT FUNDS.**

## **2.0 LFT&T RESEARCH AND DEVELOPMENT NEEDS**

### **2.1 LFT&T RESEARCH AND DEVELOPMENT OVERVIEW**

The Live Fire Test and Training (LFT&T) Program was congressionally mandated in FY97. It was chartered to exploit the exchange of technology development initiatives and uses between the live fire test and training communities to better serve the ultimate customer—*the warfighter*. The fundamental goal of the program is improved readiness through enhanced training and testing capabilities.

One goal of the LFT&T program is to fund as many new projects each fiscal year as possible, in order to facilitate broad participation in the program. This necessitates that funding be allocated in a manner sufficient to support numerous concurrent projects, including 2<sup>nd</sup> and 3<sup>rd</sup> year carry-over funding. Consequently, project cost and return on investment weigh heavily in the SAG decisions on which new projects to fund each year, based on anticipated funding for the program.

The LFT&T Program provides funding for projects that would generally be described as demonstrations. In terms of DoD research and development objectives, these projects exhibit “direct relevance to military needs...integration for field experiments and test...demonstrate military utility or cost reduction...proof-of-principle demonstrations...integrated technologies in as realistic an operating environment as possible...expedite technology transition from the laboratory to operational use...” (DoDI 7045.7-H, Jul 00). Practical applications are the goal. As such, the LFT&T program does not fund pure research or studies.

### **2.2 LFT&T FOCUS AREAS**

The following focus areas comprise the primary fields of interest for the LFT&T program. These do not preclude submission in another category considered by the offeror to have high probability of interest to the training and testing communities. Projects will be evaluated, in part, by their contribution to one or more of these current areas; or, by exception, to significant contribution in another area. Enhancing cost-effective testing and improving warfighter readiness are the underlying themes of the LFT&T program focus.

#### **2.2.1 Homeland Security**

The National Strategy for Homeland Security identifies six critical mission areas: (1) Intelligence and Warning; (2) Border and Transportation Security; (3) Domestic Counterterrorism; (4) Protecting Critical Infrastructure and Key Assets; (5) Defending Against Catastrophic Threats; and (6) Emergency Preparedness and Response. Military capabilities can and have been used to support these areas within the US and abroad. The objective of this focus area is to pursue enhancements, in these critical mission areas, which will have mutual benefit to military and other Government/civilian agencies.

### **2.2.2 Asymmetric Warfare**

Asymmetric warfare entails the application of widely disparate force capabilities to achieve advantage in combat. The same applies to operations other than war, such as insurgency (Vietnam) or terrorist tactics (Federal building in Oklahoma City, South African embassies, and the World Trade Center and Pentagon attacks). In fact, asymmetric warfare may encompass any aspect of warfare--strategy, tactics, techniques, weapons, personnel--that alters the battlefield or balance of forces to negate one side or the other's advantages. It includes both offensive and defensive capabilities. The objective of this focus area is to enhance our military readiness in today's proven asymmetric warfare environment.

### **2.2.3 Weapons of Mass Destruction (WMD)**

WMD encompasses a broad family of weapons, including conventional, biological, chemical, nuclear, or other advanced weapons. These weapons are characterized by their broad-sweeping intended effects, such as inflicting mass casualties and/or physical destruction. Detecting, tracking, neutralizing, or minimizing the effects of such weapons have become key issues in support of the military services and government investigative agencies. The objective of this focus area is to enhance WMD detection, tracking, and neutralization capabilities.

### **2.2.4 Enhancements to Human Decision-Making Under Fire**

Conflicts today are more likely to be characterized by rapidly unfolding events that fit multiple possible hypotheses with respect to combat objective identification, course of action identification and selection, and dynamic mission execution in diverse operational environments. Individual and team readiness to operate within the complexity and time compression associated with today's warfare is a key determinate of the outcome. The objective of this focus area is to apply recent developments in decision theory, individual and team training, and information display to enhance tactical decision quality under stressful conditions

### **2.2.5 Simulation Applications Enhancements**

Continuing advances in computer processing and distributed simulation capabilities provide new opportunities to integrate training, research, cognitive science, and technology development, in improving combat readiness and testing effectiveness. Distributed connectivity and functionality of training and testing systems is an operational and fiscal necessity. The objective of this focus area is to conduct research and development that addresses training/testing methodologies, simulation functionality, cognitive factors, and learning technologies that contribute to effective, integrated individual and team training, testing, and performance.

### **2.2.6 Non Line-of-Sight Tactical Engagement**

Indirect fire weapons continue to be developed and produced without a concomitant simulation capability. Operational scenarios and threat systems capabilities require improved Non Line-of-Sight (NLOS) employment capabilities for our forces. Training and testing communities are hampered by an inadequate capability to augment live fire events with simulated NLOS events and

results. The objective of this focus area is to enhance the ability to identify, track, engage, and assess results against NLOS targets.

### **2.2.7 Personnel Safety/Survivability Enhancements**

The ability of military personnel to handle both routine and emergency situations is an essential performance element affecting safety and survivability. Mission and equipment complexities have expanded to a point that can rapidly compromise safety, with even minor perturbation from the norm. Therefore, the objective of this focus area is to better prepare or assist personnel in dealing with the unexpected during testing, training, or operational events, thus enhancing their safety and survivability.

### **2.2.8 Embedded Systems**

Embedded training/testing systems entail capabilities that are resident on operational equipment or are interfaced with it. Embedded systems will enhance testing by facilitating on-board collection/stimulation for tests. Embedded training and test systems will maximize fidelity and accessibility by putting the training and test site on board deployed weapon platforms. The objective of this focus area is to enhance readiness through expanded training and testing opportunities using embedded systems.

### **2.2.9 Time Critical Targeting/Strike/Battle Damage Assessment (BDA)**

Time Critical Targets (TCTs) require immediate response because they pose a clear and present danger to friendly forces, or they present highly lucrative, fleeting targets of opportunity. Effectively prosecuting TCTs requires the orchestrated response of sensors, platforms, munitions, and decision-makers. Command and control systems need to support coordinated, rapid information dissemination and decision-making to handle time critical targeting, including post-strike BDA or other mission success criteria evaluation. This area is not limited to the application of airborne weapon or sensor systems only. Systems-level analyses and modeling and simulation will play a pivotal role in helping to assure that future command and control systems effectively use advances in sensors, platforms, and munitions to respond to a rapidly changing battlefield. BDA-related issues also include battle damage assessment and repair (BDAR) initiatives designed to improve the availability of weapons and sensors. The objective of this focus area is to conduct research and development in areas that will improve time critical targeting/strike and BDA capabilities.

### **2.2.10 Synthetic Natural Environment (SNE)**

SNE includes the physics and visual representation of terrain, trees, clouds, and other natural elements, plus modeling of natural phenomena like gravity, atmospheric, oceanographic, and electromagnetic effects. Representation of the natural environment is the cornerstone of virtual/constructive simulation and, as such, remains a central issue to warfighter readiness. The objective of this focus area is to improve SNE representations to enhance realistic training, mission rehearsal, and testing of combat systems.

### **2.2.11 Network Centric Warfare**

Network Centric Warfare entails utilizing an information network that uses advances in communication and computing technology to connect widely dispersed and diverse forces into an effective and coordinated team. Our forces must have a significant information advantage in tomorrow's warfare arena. Units can no longer depend on information being "passed along;" rather, they must be able to act on changing situations as they happen, to exploit weaknesses and counter enemy strategies, and to accomplish their overall mission. "Speed of command" and execution flexibility are key tenets of this new doctrinal focus. The objective of this focus area is to improve battlespace awareness so that forces can employ the best weapons on the right targets at the right time while reducing risk to themselves and increasing the probability for success.

### **2.3 PROJECT CHARACTERISTICS**

It is mandatory that LFT&T projects demonstrate applicability and benefit to both training and LFT&E. In addition, projects will be evaluated relative to the following characteristics:

- Credible description of the technical approach,
- Applicability to specific needs and identification/collaboration with testing and training organizations,
- Cross service/joint/other government agency (OGA) applicability,
- Timely transition (1-2 years; 3 years in exceptional cases) into operational use,
- Return on investment (ROI), and
- Application to one or more LFT&T focus areas; or to an alternative, high-ROI LFT&T-related research area.

### **2.4 ADDITIONAL INFORMATION**

Additional information concerning LFT&T may be obtained by visiting the LFT&T home page at <http://www.afams.af.mil/programs/projects/lfft/>. Additional information on the sponsor's (OSD/DOT&E/LFT&E) other LFT&E-related programs may be obtained from the Live Fire Test and Evaluation homepage at <http://www.dote.osd.mil/lfte/INDEX.HTML>.

### **3.0 PROJECT SYNOPSIS AND WHITE PAPER SUBMISSIONS AND REVIEW**

Steps 1 through 3 of the Technical Dialog (Para. 1.2.1-1.2.3) provide for technical interchange prior to the submission of a formal proposal. Any questions or clarification of project objectives or methods may be directly discussed between the Government representatives and the potential offerors during the Technical Dialog. The purpose of the Technical Dialog is to obviate excessive expenditure of resources for projects that do not warrant SAG consideration based on insufficient technical merits or funding limitations.

The project synopsis provides a basis upon which the TPOC and other scientific personnel will initially review the merits of the proposed research and its impact/value to the LFT&T community, in order to determine potential project interest (including technical merit and applicability). The synopsis must be submitted in the specified synopsis format found in Subsection 3.7 (below) and on the LFT&T website.

The white paper provides a basis for in-depth review of the merits of the proposed research, in order to determine the projects with the highest potential for funding. Therefore, white papers need not be so lengthy or detailed as to constitute a formal proposal. The white paper will be a maximum of fifteen (double-spaced) pages, including any attachments, and must be submitted in the specified white paper format found in Subsection 3.8 (below) and on the LFT&T website.

#### **3.1 USE OF NON-GOVERNMENT PERSONNEL (SYNOPSSES AND WHITE PAPERS)**

Offerors are hereby notified that non-Government participants will have access to the offerors' synopses and white papers and that posting of a synopsis or white paper to the LFT&T website shall constitute consent to the disclosure of proprietary information to all non-Government participants in the white paper review process. The non-Government participants are employees of commercial firms under contract to the Government and they will be authorized access to only those portions of the synopsis, white paper and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems, and for tracking and recording purposes. The non-Government corporate entities are: Engineering Systems Solutions, Inc. (ESS), Alion Science and Technology (formerly Illinois Institute of Technology Research Institute - IITRI) and the University of Texas at Austin (UTA). All non-Government participants have executed the Certificate of Non-Disclosure shown in Attachment (5).

#### **3.2 INFORMATION SHARING**

Respondents, when registering on the LFT&T website, should indicate whether or not they desire evaluators to share project information with other interested parties. If authorized, evaluators will seek to facilitate the interchange of information between submitted projects and other projects with which they are familiar, in order to generate mutual benefit through the projects' collaboration. This would include projects outside the LFT&T program, which may be working on similar capabilities as the project submittal. The intent is to help programs leverage related activities and resources.

### 3.3 SUBMISSION

Synopses may be posted (see prescribed format in Section 3.7) to the following LFT&T website at any time during the effective period of this BAA:

<http://www.afams.af.mil/programs/projects/lfft/>

Recall, however, that submission early in the FY will provide the best opportunity to obtain programmed funds for a project starting in the next FY.

The white paper submission deadline will be established in the synopsis review results notification. The white paper and attachments must all be readable by Microsoft Office 97 programs. Contact one of the LFT&T program administrators if there are any system difficulties impeding your submission:

Program Administrators	Email	Phone
John Chapman (Alion)	<a href="mailto:John.Chapman@afams.af.mil">John.Chapman@afams.af.mil</a>	(407) 208-5736
Jimmy Wilson (ESS)	<a href="mailto:Jimmy.Wilson@afams.af.mil">Jimmy.Wilson@afams.af.mil</a>	(407) 208-5792
Bill Harris (ESS)	<a href="mailto:William.Harris@afams.af.mil">William.Harris@afams.af.mil</a>	(407) 208-5719

### 3.4 CLASSIFIED SYNOPSSES AND WHITE PAPERS

Synopses and white papers will normally be unclassified. However, the program will also accommodate classified submissions. **CONTACT THE TPOC (SEE PARAGRAPH 1.2.2) FOR INSTRUCTIONS ON SUBMITTING A CLASSIFIED SYNOPSIS OR WHITE PAPER.**

### 3.5 UNCLASSIFIED CORRESPONDENCE

Unclassified correspondence should be mailed to the following address:

Mr. William A. Duncan  
LFT&T Program Manager  
NAVAIR Orlando  
Code 11E  
12350 Research Parkway  
Orlando, FL 32826-3275

### 3.6 CLASSIFIED CORRESPONDENCE

**CONTACT THE TPOC (SEE PARAGRAPH 1.2.1) FOR INSTRUCTIONS ON SUBMITTING CLASSIFIED CORRESPONDENCE. CLASSIFIED WHITE PAPERS MUST BE RECEIVED NO LATER THAN THE DATE/TIME ESTABLISHED IN THE SYNOPSIS REVIEW RESULTS NOTIFICATION.**

### 3.7 SYNOPSIS FORMAT AND EVALUATION

The following format shall be used for all synopses. This format is the same as the input form found on the website. **Only synopses submitted via the website will be accepted for review** (except for classified synopses). Synopses will be reviewed and evaluated based on their descriptions in the format.

- **Project Title:** (Not to exceed 80 Characters)
- **Testing and Training Need:** (800 Characters Maximum)
  - WHAT is the problem and WHY is this project needed?
  - Describe the operational testing and/or training deficiency or need that will be addressed by the work proposed.
- **Primary Focus Area:** WHAT is the primary focus area that the testing/training need falls within – the area that the project addresses (select a primary focus area)?
- **Project Objective:** (800 Characters Maximum)
  - WHAT are the project's objectives?
  - Describe HOW the objectives address the testing/training need described above.
- **Deliverable(s):** (240 Characters Maximum)
  - WHAT are the project's deliverables?
  - Describe the project's key deliverables— e.g., hardware, software, test plans/reports, models, databases, etc.
- **Technical Approach:** (1500 Characters Maximum)
  - HOW will the problem be approached?
  - Describe the development approach and the major tasks to be performed.
  - Describe any actions done to date.
  - Describe relationship to, or difference from, any related/similar efforts.
  - Describe the technology involved and how it will be used to solve the testing/training problem.
  - Highlight any customer participation in the development process.
- **Return On Investment:** (800 Characters Maximum)
  - WHAT are the project's expected benefits and return on investment to the testing and training communities?
  - Discuss cost savings or avoidance, improvements to testing, training capabilities, readiness improvements, new capabilities achieved, lives saved, etc.
  - Quantify the benefits, if possible.

- **Transition:** (800 Characters. Maximum)
  - HOW will the project deliverables be transitioned to the training/testing customer(s)?
  - Describe the plan to transition the project's deliverables.
  - Identify the operational users (test/training/warfighter) who have stated the need and have agreed to take ownership of the project's deliverables.
  - List specific agencies, if known.
  
- **Project Cost:** (Blank Fields to be filled in)
  - WHAT will the project cost?
  - Show the project's total cost, and annual cost by Government Fiscal Year

### 3.8 WHITE PAPER FORMAT AND EVALUATION

The following format shall be used for all white papers. The white papers will be reviewed and evaluated based on their descriptions of meeting the criteria identified in the format below (also found as a separate document on the LFT&T website).

**White Paper Submission Format**  
**(Double-spaced; 15 pages maximum, including attachments)**

**White Paper Title**  
**Project Submitter Name**

**SECTION I: General information**

- A. Identify the Government, Industry and Academic organizations that will participate in the project.
- B. Identify the key personnel (Name, Organization, Phone, Fax, Email).
  - 1. Government, Industry or Academic project manager
  - 2. Technical lead
  - 3. Government Contracting Officer or contract Technical Point of Contact (TPOC), if applicable
  - 4. Point of Contact for additional information and questions
- C. Identify the estimated cost by Government Fiscal Year. Include costs for Government-provided support identified in Section III.C.
- D. Identify any additional funding sources that will be applied to the project.

(Notes: (a) LFT&T Funding is typically not available until the second quarter of the fiscal year. Project work schedules and yearly funding requirements should be planned accordingly. (b) Organization and personnel data may be single-spaced.)

**SECTION II: Project Description**

- A. Testing and/or Training Deficiencies: Describe the testing and/or training deficiencies that the proposed project addresses.
- B. Purpose and Objectives: Describe the project's purpose and objectives.
- C. Deliverables: Describe the project's deliverables by FY. At least one deliverable should be provided in each FY (e.g., technical report, proof-of-concept demonstration, prototype, etc.).
- D. Operational Concept: Describe how potential testing and training customers will use the project's deliverable(s).

**SECTION III: Technical Approach**

- A. Technical Approach: Describe the overall technical approach. Provide sufficient information to give LFT&T Program management the confidence that the technical approach will succeed in achieving the project's objectives.
- B. Risk Assessment: Describe any technical, schedule or cost risks and how those risks will be managed or mitigated.
- C. Government Provided Support: Identify any Government support that is required for the project (e.g., subject matter experts, Government furnished facilities and equipment). Identify coordination with agencies that will provide the support. (Note: Estimated cost for Government-provided support should be included in the funding estimate shown in Section I.C.)

**SECTION IV: Benefit to Both the Live Fire Testing and Training Communities**

Describe the specific operational testing/training need that the project addresses. Explain the specific benefit(s) that the project will have to both live fire testing and training.

**SECTION V: Identification/Collaboration with Testing and Training Communities**

Identify any specific testing and training organizations that will participate in the project development. Identify any current coordination on the project and all planned collaborative efforts, such as the sharing of resources (e.g., use of existing facilities, equipment and personnel).

**SECTION VI: Cross Service/Joint/Other Government Agency (OGA) Applicability**

Describe the project's applicability across the military services, joint commands, and to any other government agencies. Describe how the project will provide solutions to challenges facing those organizations.

**SECTION VII: Timely Transition into Operational Use**

(Note: One to two years desired, with three years being considered only in exceptional cases.) Provide a milestone chart that depicts major schedule events and delivery dates. Identify any assumptions involved in completing the project in the planned timeframe. Assumptions would include the planned availability and use of any Government-furnished equipment, facilities, or personnel. Identify the testing and training organizations that would (or have agreed to) take ownership of the project deliverable(s), including their location(s) and POC(s), if available. Describe how the deliverable(s) will be transitioned to the customer organization(s). Include any supporting statements from customer organizations' leadership who plan to accept and maintain the project deliverable(s). For 3-year programs, explain the specific value added that requires extension into the third year.

**SECTION VIII: Return on Investment (ROI) for Live Fire Test and Training**

Discuss the project's ROI to live fire testing and/or training: cost saving or avoidance, improved readiness, improved testing and training capabilities, new capabilities achieved, lives saved, or any other measure(s) of merit deemed relevant to the project.

**SECTION IX: Applicability to One or More Focus Areas**

Identify the primary and secondary focus area(s) that the project addresses. Explain how the project fulfills the expressed needs of those focus areas. If the focus areas do not capture the project's intent, then clearly explain the project's anticipated impact on training/testing enhancements and warfighter readiness.

**SECTION X: Relationship to Existing or Previous Efforts and/or Programs**

Discuss the project's relationship to any existing or previous efforts to provide similar capabilities. Explain how the proposed project differs from or builds upon those efforts. Discuss the project's relationship to any existing program(s) and how the project's deliverable(s) will impact the program(s). Identify the impact(s) on any related program(s) if the LFT&T program does not fund the project.

**4.0 FORMAL PROPOSAL PREPARATION AND SUBMISSION**

**4.1 GENERAL INFORMATION**

This section provides the information needed to prepare a formal research proposal for submission to NAVAIR Orlando for projects found to be of interest and for which the SAG has identified potential funding. Proposals submitted under this BAA must contain technical, administrative, cost, and other supporting information as described in Subsection 4.2 below.

Most of the information needed to prepare a proposal will be found in Subsection 4.2. Blank proposal forms, included in Section 6.0, are designed to provide the required information needed for contracting purposes. Use of the enclosed proposal forms will expedite award of the research contract.

Any questions concerning the preparation or content of the research proposal should be directed to the NAVAIR Orlando Contracts Competency:

Point of Contact	Phone
Kathryn Cranston, Contract Specialist	(407) 380-8486

**4.1.1 Eligibility**

To be eligible for award of a contract, a prospective contractor (except other Governments, including state and local Governments) must meet certain minimum standards pertaining to financial resources, ability to comply with the performance schedule, prior record of performance, integrity, organization, experience, operational controls, technical skills, facilities, and equipment.

**4.1.2 Post-Employment Conflict of Interest**

There are certain post-employment restrictions on former federal officers and employees, including special Government employees (Section 207 of Title 18, United States Code). If a prospective offeror believes that a conflict of interest may exist, the situation should be brought to the attention of the NAVAIR Orlando Contracts Competency before time and effort is expended in preparing a proposal.

**4.1.3 Use of Non-Government Personnel (Formal Proposal Technical Sections)**

Offerors are hereby notified that non-Government participants will have access to the technical section of offerors' formal proposals and that submission of a formal proposal shall constitute consent to the disclosure of proprietary information to all non-Government participants in the technical section evaluation process; all offerors must complete the Disclosure Concurrence and Understanding of Evaluation Policy Statements of Attachment (2). The non-Government participants are employees of commercial firms under contract to the Government and they will be authorized access to only those portions of the formal proposal and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems, and for tracking and recording purposes. The non-Government corporate entities are: Engineering Systems Solutions, Inc. (ESS), Alion Science and Technology (formerly Illinois Institute of Technology

Research Institute - IITRI), and the University of Texas at Austin (UTA). All non-Government participants have executed the Certificate of Non-Disclosure shown in Attachment (5).

#### **4.1.4 Restrictive Markings on Proposals**

Any proprietary data that the offeror intends to be used by NAVAIR Orlando for evaluation purposes must be identified. The offeror must also identify any technical data contained in the proposal that is to be treated by the Government as limited rights data. In the absence of such identification, the Government will be assumed to have unlimited rights to all technical data in the proposal. Records of data bearing a restrictive legend may be included in the proposal. The offeror is cautioned, however, that portions of the proposal may be subject to release under terms of the Freedom of Information Act, 5 U.S.C. 552, as amended.

#### **4.1.5 Data and Software Clauses**

Based on responses to DFARS 252.227-7017 and 252.227-7028 in Attachment (3), the appropriate DFARS clauses will be included in the resultant contract, such as:

- 252.227-7013 Rights in Technical Data-Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7019 Validation of Asserted Restrictions-Computer Software
- 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked With Restrictive Legends
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7030 Technical Data--Withholding of Payment
- 252.227-7036 Declaration of Technical Data Conformity
- 252.227-7037 Validation of Restrictive Markings on Technical Data

#### **4.1.6 Reporting Requirements**

The number and types of reports will be specified in the contractual document. The reports will be prepared and submitted in accordance with the procedures contained in the contract, which will be based on the reporting requirements contained in the contractor's proposal and mutually agreed on before award. NAVAIR Orlando requires the delivery of a final report at the conclusion of each contract, notwithstanding the fact that the research may be continued under a follow-on contract.

Reports shall be prepared in accordance with the "Manual of Style for Naval Air Warfare Center Training System Division Technical Publications," available for download at <http://www.ntsc.navy.mil/Resources/Library/Library.htm>. In addition to the required reporting format, this document also covers distribution statements and their use. If reports are to be formally published, the Government will release such publications in accordance with NAVAIR Orlando internal procedures as documented in Director of Research and Engineering Memorandum (DOREM) 3915.1A, "Policy on Research Project Publications."

The Data Item Descriptions most frequently used for the delivery of data under this announcement are DI -MGMT-80227 (Contractor's Progress, Status and Management Report), DI -MCCR-80700 (Computer Software Product End Items), DI -MGMT -81117 (Technical and Management Work Plan) and DI -MISC-80711A (Scientific and Technical Report).

#### 4.1.7 Non-U.S. Citizen Participation

If the proposed research (or a portion of the proposed research) can be performed using information that is accessible within the public domain (i.e., is not within one of the situations below), non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) without additional Government permission.

If the proposed research (or a portion of the proposed research) requires access to critical technology, sensitive unclassified information, For Official Use Only material, or intelligence material, non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) only if special, written permission is granted by the Commanding Officer of the Naval Air Warfare Center Training Systems Division (NAVAIR Orlando).

If the proposed research (or a portion of the proposed research) requires access to classified information (i.e., confidential or secret), non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) only if a Limited Access Authorization (LAA) is granted. A LAA can be granted only in the event that there are no U.S. citizens that can perform the effort. Granting of LAAs is not anticipated under this Broad Agency Announcement.

If any non-U.S. citizens require access to NAVAIR Orlando buildings, special, written permission must be requested and obtained from the NAVAIR Orlando Commanding Officer and Security Officer through the resultant contract's Technical Point of Contact. Requests shall specify purpose, duration, frequency, and location (specific room, lab, etc.).

#### 4.1.8 Facilities

In accordance with FAR 45.302-1, the offeror shall furnish all the facilities required to perform the proposed effort, unless it is determined that one of the exceptions noted in FAR 45.302-1 applies. Facilities (provided under other than a facilities contract) are those properties used for production, maintenance, research, development, or testing. It includes plant equipment and real property (including office furnishings and **computer resources**). Facilities do not include material, special test equipment, special tooling, or agency-peculiar property. However, **all** property provided under a facilities contract (including facilities use agreements) are considered facilities.

Agency-peculiar property, as used in DoD, means military property and includes end items and integral components of military weapons systems (e.g., electronic "black boxes") along with related peculiar support equipment that is not readily available as a commercial item. It does not include government-furnished equipment.

**If the Contracting Officer decides to provide facilities to a contractor, no profit or fee shall be allowed on the cost of the facilities when purchased for the account of the Government.**

It is recommended that offerors become familiar with FAR 45.302.

**4.1.9 Period of Performance**

Proposals submitted in response to this BAA may be for a period of performance up to three (3) years. Such long-term proposals shall contain a brief summary of the work contemplated for each 12-month period, so contracts may be negotiated for an entire three-year program or for individual one-year increments of the total program. Proposals for periods of less than 12 months will also be favorably considered.

**4.1.10 Contract Types**

It is anticipated that all offers under \$100,000 will be awarded on a firm-fixed-price completion basis.

It is anticipated that all offers over \$100,000 will be awarded on a cost-reimbursement [cost plus fixed fee, cost (no fee), or cost sharing] completion basis.

A cost-sharing contract is a cost-reimbursement contract in which the contractor receives no fee and is reimbursed only for an agreed-upon portion of its allowable costs. A cost-sharing contract may be used when the contractor agrees to absorb a portion of the costs, in the expectation of substantial compensating benefits.

**4.1.11 Formal Proposal Submission Cut-Off Date**

Formal proposals must be submitted no later than the BAA expiration date.

**4.1.12 Follow-On Contracts**

A proposal for continuation of a given research project will be considered on the same basis as proposals for new research. The proposal should be submitted sufficiently in advance of the termination of the existing contract so that if it is accepted, support may be continued without interruption.

**4.1.13 Proposal Copies**

Offerors shall submit copies of their proposal as follows:

<b>Proposal Section</b>	<b>Paper</b>	<b>Electronic</b>
Technical	Original plus 4 copies	One
Administrative	Original plus 4 copies	None
Cost	Original plus 4 copies	One

Each paper and electronic copy must contain any restrictive legends and the electronic copy must be on a 3.5" disk in a format compatible with Microsoft Office 97.

**4.1.14 Mailing Address**

All proposals shall be submitted to the address shown in Block 1 of Attachment (1).

## 4.2 FORMAL PROPOSAL CONTENTS

Each proposal shall be submitted under cover of Attachment (1) and shall contain three distinct sections. The first section shall contain the technical discussion. The second section shall contain contractual information, certifications, and other documentation. The last section shall contain a breakdown of the anticipated costs.

### 4.2.1 Technical Section Contents

The nature of the effort to be performed will determine its acceptability for award under this BAA. Proposed efforts shall be investigative in nature and explore innovative technology concepts. Development of specific hardware systems shall not be allowed; development of prototypes to demonstrate the innovative technology concepts are allowed. The technical section shall contain the following:

#### 4.2.1.1 PROPOSED RESEARCH

Details of the scientific and/or technical aspects of the proposed effort, including:

- An opening statement that clearly describes the unique, creative and novel nature of the proposed technical approach,
- A description of the proposed research scope, including overall program objectives and specific program goals,
- A description of the current level of state-of-the-art technology being explored by the proposed effort,
- Identification of the technical approach that will be used to meet the program objectives and overcome technical challenges, and rationale and supporting information that gives confidence that the technical approach will be effective, and
- A milestone chart for the proposed effort.

#### 4.2.1.2 POTENTIAL CONTRIBUTION

Discuss the potential contribution to research programs relating to the LFT&T Program, including:

- Benefits that the technology will provide to the training and live fire test communities,
- Identification of advancements that will be achieved,
- Identification of opportunities for transition of the technology into existing and future systems and/or operational use, and

- Identification of the specific areas of understanding and knowledge that are lacking that the proposed effort will address, the specific areas of investigation necessary to advance understanding and knowledge for the purpose of meeting the LFT&T program objectives, and the current level of understanding and knowledge in the area of investigation.

#### 4.2.1.3 OFFEROR'S QUALIFICATIONS

Detail the offeror's (and any proposed subcontractor's) capabilities, related experience, facilities, and techniques that will be utilized, including:

- Identification of prediction or modeling techniques, test programs and data analysis programs that are key elements in the technical approach (with a discussion on the adequacy and effectiveness of each), and
- Information on the facilities and equipment that will be used to accomplish the proposed effort and an explanation of why they are adequate to conduct a successful program.

#### 4.2.1.4 PERSONNEL

Provide information regarding the qualifications, capabilities, and experience of the proposed key personnel (the use of resumes is encouraged). Key personnel are those skilled, experienced, professional and technical personnel essential for successful accomplishment of the proposal objectives, such as the principal investigator, team leader, etc.

#### 4.2.1.5 PAST PERFORMANCE

Provide recent (within the past five (5) years) and relevant past performance information for previous work or experience in the field being proposed for both the offeror and any subcontractors. For each contract and subcontract, provide the following (please ensure all information provided is current):

- Contract Number
- Name of Contracting Agency
- Program Manager (or point of contact familiar with performance) and Telephone Number
- Contracting Officer and Telephone Number
- Synopsis of Work Performed
- Contract Type
- Total Contract Value

#### 4.2.1.6 DESCRIPTION OF WORK

Prepare a draft Description of Work that is consistent with the proposed effort and contains the following elements:

- Background
- Requirements (describe each task to be accomplished), and

- Deliverables with Delivery Dates (dates must be consistent with the milestone chart; deliverables must include monthly progress reports, a work plan, and a final technical report and may include software and user's manuals, conference minutes, presentation materials, prototypes, mockups, etc.)

#### 4.2.2 Administrative Section Contents

This portion of the proposal shall contain the completed certifications and applicable forms contained in this BAA and shall include the following:

##### 4.2.2.1 CONTRACT TYPE

Identify the type of completion contract proposed. (Note: Offers proposed on a cost-reimbursement basis must contain evidence that the offeror's accounting system is approved for such type contracting; i.e., provide identification of audit agency and dates last accounting and estimating system audits were performed. If approval was not obtained before submission of the proposal, the proposal shall address how the offeror will obtain the required approvals. Evidence of an approved accounting system MUST be obtained prior to contract award.)

##### 4.2.2.2 ENVIRONMENTAL CONSIDERATIONS

Discuss all applicable environmental and energy conservation objectives associated with the acquisition (see FAR Part 23), the applicability of an environmental assessment or environmental impact statement (see 40 CFR 1502), the proposed resolution of environmental issues, and any environmentally-related requirements to be included in the resultant contract.

##### 4.2.2.3 ORGANIZATIONAL CONFLICTS OF INTEREST

Identify any members of the offeror's organization or team with potential conflicts of interest. Possible conflicts of interest include any people with prior federal employment, including employment of the Principal Investigator as a special Government employee (duties, agency with whom employed, dates of employment) within two years from the date of proposal submission. If none, so state.

##### 4.2.2.4 SECURITY ISSUES

If the offeror is proposing to perform research in a classified area, indicate the level of classification of the research and the level of clearance of the proposed facility, as well as the level of clearance of the potential principal investigator and all other proposed personnel. Also, indicate the Government agency that issued the clearances.

If any non-U.S. citizens will perform any portion of the proposed research, indicate the level of participation and the type of information to which the non-U.S. citizen will require access or be granted access (see paragraph 4.1.7): (1) public domain; (2) critical technology, sensitive unclassified information, For Official Use Only material, and/or intelligence material; and/or (3) classified information.

#### 4.2.2.5 DISCLOSURE REQUIREMENT

Completion of Attachment (2) is prerequisite to evaluation of the proposal under this BAA.

#### 4.2.2.6 UNDERSTANDING OF EVALUATION POLICY

Completion of Attachment (2) is prerequisite to evaluation of the proposal under this BAA.

#### 4.2.2.7 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

Completion of Attachment (3) is prerequisite to award under this BAA.

#### 4.2.2.8 SUBCONTRACTING PLAN

If the total amount of the proposal exceeds \$500,000 and the offeror is a large business, the offeror shall prepare and submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. A mutually agreeable Subcontracting Plan will be included in and made a part of the resultant contract. The contract cannot be executed unless the Contracting Officer determines that the Subcontracting Plan provides the maximum practicable opportunity for small, small disadvantaged and women-owned small business concerns to participate in the performance of the contract. Should the offeror's Subcontracting Plan be determined acceptable and should the offeror fail to comply with the terms of the Subcontracting Plan, noncompliance will be considered to be a material breach of the contract.

### **4.2.3 Cost Section Contents**

In accordance with FAR 15.403-3, a detailed cost proposal shall be submitted with the research proposal and shall include, as a minimum, the following information (contractor's format is acceptable):

#### 4.2.3.1 PERIOD OF PERFORMANCE

Identify the proposed duration of the effort.

#### 4.2.3.2 DIRECT LABOR

Provide a list of participants, by category (and name, if appropriate), showing the hours and labor rates to be charged for each and the total amount per year proposed to be paid for each. For proposals from universities, the time and amounts to be charged should be identified by academic year and summer effort. Disclose and explain the basis of any escalation factors utilized.

#### 4.2.3.3 MATERIALS

Provide an itemized list of permanent equipment showing the cost of each item and the basis for the proposed cost. Provide a general description and total estimated cost of expendable equipment

and supplies. Permanent equipment is any article of non-expendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of \$500 or more per unit. Permanent equipment costs shall not be fee/profit bearing.

#### 4.2.3.4 OTHER DIRECT COSTS

##### 4.2.3.4.1 Travel

Include contemplated expenditures for travel with explanations for each trip and its proposed length and number of participants. The breakdown of these costs shall show the airfare, per diem rates, car rental rate, and any other travel expenses (such as parking fees, etc.) and shall be in accordance with the Joint Travel Regulations (JTR).

##### 4.2.3.4.2 Subcontracts

Subcontractor cost proposals shall meet all of the requirements stated herein for the prime contractor. Subcontractor cost breakdowns may be submitted under separate cover.

##### 4.2.3.4.3 Consultants

Provide a breakdown of any costs for consulting services showing number of days, daily rates, and estimated travel/per diem costs to the level of detail described in 4.2.3.4.1. The need for consulting services must be explained and the basis for the daily rates must be provided.

##### 4.2.3.4.4 Miscellaneous

Miscellaneous costs may include such items as publication charges, copying, subscriptions, photography, graphics, etc., only if they are consistent with and allowable under the offeror's cost accounting system.

#### 4.2.3.5 INDIRECT COSTS

Indirect rates (overhead, G&A, etc.) utilized must be disclosed. Indicate whether any indirect rates used are fixed or provisional and the time frames to which they are applicable (e.g., a fixed rate may apply until a specified date, after which the rate becomes provisional). Proposals for contracts subject to FAR Subpart 31.2 shall complete Attachment (4). Facilities capital cost of money (FCCM) will not be an allowable cost in any resulting contract if the offeror's proposal fails to identify or propose FCCM (see FAR 15.408(i)).

#### 4.2.3.6 FEE/PROFIT

The proposed fee or profit, if any, which the organization proposes to assess the research project and how the fee/profit was derived. Reminder: Permanent equipment costs and the cost of facilities when purchased for the account of the Government (i.e., charged as a direct cost) shall not be fee/profit bearing.

## **5.0 FORMAL PROPOSAL EVALUATION**

### **5.1 INITIAL REVIEW**

Upon receipt of a formal proposal, the Government will perform an initial review of the proposal for conformance to the white paper and the SAG briefing. The Government will also determine if funds are available for the effort. Proposals not conforming to the white paper or SAG briefing, or those in areas for which funds are not expected to be available, may be declined without being subjected to the detailed peer review described below. At this stage, conformance and availability of funding are of equal importance.

### **5.2 PEER REVIEW**

Formal proposals not declined as a result of the initial review will be subject to an extensive peer review by highly qualified personnel from both inside and outside the Government. This evaluation will be conducted in accordance with the following criteria, which are listed in descending order of importance:

#### **5.2.1 Proposed Research**

The overall scientific and/or technical merits of the proposed research, including the adequacy and effectiveness of any analysis and/or testing required to substantiate the technology being developed.

#### **5.2.2 Potential Contribution**

The potential contributions of the effort to the LFT&T program and the extent to which the research effort will contribute to balancing the overall LFT&T research program relating to training and testing systems, devices and technology.

#### **5.2.3 Offeror's Qualifications**

The offeror's capabilities, related experience, facilities, techniques, or unique combinations of these which are integral factors for achieving the proposal objectives.

#### **5.2.4 Personnel**

The qualifications, capabilities, and experience of the proposed key personnel, such as the principal investigator, team leader, etc. Key personnel are those skilled, experienced, professional and technical personnel essential for successful accomplishment of the proposal objectives.

#### **5.2.5 Past Performance**

The offeror's record of past performance on similar efforts, including the quality of the product or service provided, timeliness of performance, and the offeror's ability to control costs. The Government may contact references other than those identified by the offeror.

#### **5.2.6 Cost Realism**

The reasonableness and realism of proposed costs and fees (if any).

#### **5.2.7 Administrative Proposal**

The Contracting Officer will review the administrative section of the proposal for compliance.

### **5.3 PROPOSAL COMPARISONS**

Each proposal will be evaluated based on the merit and relevance of the specific research proposed as it relates to the overall LFT&T research program, rather than against other proposals for research in the same general area.

**6.0 FORMAL PROPOSAL FORMS**

<u>List of Attachments</u>	<u>Number of Pages</u>
(1) Research Proposal Cover Page.....	1
(2) Disclosure Requirement and Evaluation Policy Understanding: Policy Statement, Statement of Disclosure Concurrence, and State ment of Evaluation Policy Understanding.....	2
(3) Representations, Certifications and Other Statements of Offerors or Quoters.....	21
(4) DD Form 1861, Contract Facilities Capital Cost of Money .....	1
(5) Certificate of Non-Disclosure* .....	1

\*Do not fill out or submit this form; form is provided for information only.

## RESEARCH PROPOSAL COVER PAGE

<p>1. To:                  Naval Air Warfare Center Training Systems Division                  Attn: Code 25333 Live Fire BAA Contracting Officer                  12350 Research Parkway                  Orlando, FL 32826-3275</p> <p style="text-align: center;"><i>(see paragraph 4.1.13 for number and types of copies to be submitted)</i></p>	<p>2. Live Fire Test and Training Focus Area</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Homeland Security</td> <td><input type="checkbox"/> Non Line-of-Sight Tactical Engagement</td> </tr> <tr> <td><input type="checkbox"/> Asymmetric Warfare</td> <td><input type="checkbox"/> Personnel</td> </tr> <tr> <td><input type="checkbox"/> Weapons of Mass Destruction</td> <td><input type="checkbox"/> Safety/Survivability Enhancements</td> </tr> <tr> <td><input type="checkbox"/> Enhancements to Human Decision-Making Under Fire</td> <td><input type="checkbox"/> Embedded Systems</td> </tr> <tr> <td><input type="checkbox"/> Simulation Applications Enhancements</td> <td><input type="checkbox"/> Time Critical Targeting/Strike/BDA</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Synthetic Natural Environment</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Network Centric Warfare</td> </tr> </table> <p>4. Type and Size of Business:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Large</td> <td><input type="checkbox"/> Small Business</td> </tr> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> SDB</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Women-Owned SB</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Corporation, incorporated in state of:</td> </tr> </table>	<input type="checkbox"/> Homeland Security	<input type="checkbox"/> Non Line-of-Sight Tactical Engagement	<input type="checkbox"/> Asymmetric Warfare	<input type="checkbox"/> Personnel	<input type="checkbox"/> Weapons of Mass Destruction	<input type="checkbox"/> Safety/Survivability Enhancements	<input type="checkbox"/> Enhancements to Human Decision-Making Under Fire	<input type="checkbox"/> Embedded Systems	<input type="checkbox"/> Simulation Applications Enhancements	<input type="checkbox"/> Time Critical Targeting/Strike/BDA		<input type="checkbox"/> Synthetic Natural Environment		<input type="checkbox"/> Network Centric Warfare	<input type="checkbox"/> Large	<input type="checkbox"/> Small Business	<input type="checkbox"/> Individual	<input type="checkbox"/> SDB	<input type="checkbox"/> Partnership	<input type="checkbox"/> Women-Owned SB	<input type="checkbox"/> Corporation, incorporated in state of:	
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<input type="checkbox"/> Corporation, incorporated in state of:																							
<p>3. From (name and address of offeror):</p>																							

5. CAGE:	6. DUNS:	7. TIN:
8. Proposal Title:	9. Requested Start Date:	10. Total Proposed Contract Value:
	11. Requested Duration:	12. Proposal Valid Until ( <i>minimum six months</i> ):
	13. Type of Contract Proposed: <input type="checkbox"/> Firm Fixed Price (<\$100K) <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Cost, No Fee <input type="checkbox"/> Cost Sharing	14. Address to Which Payment Shall Be Mailed ( <i>if different from Block 4</i> ):

16. Offeror's technical representative authorized to conduct negotiations (Principal Investigator): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Name</td> <td style="width: 50%; text-align: center;">Telephone No.</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Primary</td> <td style="border-top: 1px solid black; padding-top: 5px;"></td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Alternate</td> <td style="border-top: 1px solid black; padding-top: 5px;"></td> </tr> </table>	Name	Telephone No.	Primary		Alternate		17. Offeror's administrative representative authorized to conduct negotiations: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Name</td> <td style="width: 50%; text-align: center;">Telephone No.</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Primary</td> <td style="border-top: 1px solid black; padding-top: 5px;"></td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">Alternate</td> <td style="border-top: 1px solid black; padding-top: 5px;"></td> </tr> </table>	Name	Telephone No.	Primary		Alternate	
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18. Proposal Contents (*if not applicable, enter "N/A" under Page*):

Page	Technical Section	Page	Administrative Section	Page	Cost Section	
	Proposed Research		Contract Type		Detailed Cost Estimate Breakdown	
	Potential Contribution		Organizational Conflicts of Interest			
	Offeror's Qualifications		Security Issues		DD Form 1861, Contract Facilities Capital Cost of Money (see Attachment (4))	
	Personnel		Disclosure Requirement and Evaluation Policy Understanding: Policy Statement, Statement of Disclosure Concurrence, and Statement of Evaluation Policy Understanding (see Attachment (2))			
	Past Performance					
	Draft Description of Work					
			Representations, Certifications and Other Statements of Offerors or Quoters (see Attachment (3))			

19. Authorized Representative:

Typed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date signed: \_\_\_\_\_

**DISCLOSURE REQUIREMENT  
AND  
EVALUATION POLICY UNDERSTANDING**

**POLICY STATEMENT**

The Navy has a continuing interest in receiving and evaluating proposals containing new ideas, suggestions, and inventive concepts for weapons, supplies, facilities, devices, and equipment. For this BAA, the focus on these initiatives is to enhance Live Fire Test & Training capabilities. However, Government personnel and contractors are constantly engaged in R&D activities, and the substance of your proposal may already be known to Government employees or contractors, or may even be in the public domain. For such reasons it is desirable, when receiving proposals for evaluation, to insure that the persons submitting them are aware of the conditions under which the Navy will consider them.

It must be understood that the receipt and evaluation of the proposal by NAVAIR Orlando does not imply a promise to pay, a recognition of novelty or originality, or any relationship which might require the Government to pay for use of information to which it is otherwise lawfully entitled.

The Government will use non-Government participants in the evaluation of the technical section of proposals. All non-Government participants have executed a Certificate of Non-Disclosure (see Attachment (5)) and will be given access to the technical section of proposals for evaluation, tracking and recording purposes only. Due care will be exercised to ensure that, in addition to technical design or concept data submitted, administrative and cost data will not be used by the Government for any purpose other than evaluation of the proposal. Administrative and cost data will not be disclosed to non-Government participants. Additionally, such data will not be disclosed outside the Government or be duplicated, used or disclosed in whole or in part by the Government, except for tracking and record purposes or to evaluate the proposal. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source, or is in the public domain.

All research proposals will be treated as privileged information before award and contents will only be disclosed for purposes of evaluation. Your voluntary submission will be handled in accordance with established Government procedures for safeguarding such articles or information against unauthorized disclosure. All Government and non-Government reviewers will be made aware that proposals sent to them are not to be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, without the written permission of the offeror.

You should be aware that, despite all precautions, we may be able to protect the confidentiality of proposal only to the extent that it is exempt from disclosure under the Freedom of Information Act (see FAR Subpart 24.2).

Upon receipt, your proposal will be submitted to the appropriate technical experts for evaluation. Your proposal will undergo initial review within sixty (60) days after receipt. If additional time for this review is required, you will be notified in writing. Processing of proposals not declined as a result of the initial review may require as much as 120 days.

Having read and understood the above policy, please execute and submit the following statements:

<b><u>STATEMENT OF DISCLOSURE CONCURRENCE</u></b>	<b><u>STATEMENT OF EVALUATION POLICY UNDERSTANDING</u></b>
<p><input type="checkbox"/> The technical section of 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, track and record this proposal. Permission is hereby granted to the Government to evaluate this proposal, which includes evaluation by evaluators both within and outside the Government, with the understanding that written agreement not to disclose this information has been obtained from non-Government evaluators. 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.</p> <p><input type="checkbox"/> The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]: _____ _____.</p> <p><input type="checkbox"/> All data contained in the technical section of this proposal are subject to this restriction.</p> <p style="text-align: center;"><b><u>OR</u></b></p> <p><input type="checkbox"/> The technical section of this proposal does <u>not</u> contain any data that should not be disclosed outside the Government; however, it shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate, track and record this proposal. Permission is hereby granted to the Government to evaluate this proposal, which includes evaluation by evaluators both within and outside the Government, with the understanding that written agreement not to disclose this information will <u>not</u> be obtained from any non-Government evaluator.</p>	<p>It is understood that the Department of the Navy has accepted the above proposal for the purpose of evaluating it and advising of any possible Navy interest.</p> <p>It is further understood that such acceptance does not imply or create a promise to pay; an obligation to give up any legal right or to assume any duty; a recognition of novelty, originality or priority; or any relationship, contractual or otherwise, such as would render the Government liable to pay for or give up any legal right or assume any obligation for disclosure or use of any information in the proposal to which the Government would otherwise lawfully be entitled.</p>
Company or Corporation Name:	
Proposal Title:	
Signature:	
Name and Title/Position of Authorized Rep Signing:	
Date:	
BAA Number:	N61339-02-R-0071

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF  
OFFERORS OR QUOTERS**

**A. The following FAR provision must be completed ONLY if the proposed contract type is firm fixed price:**

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

{end of provision}

**B. The following DFARS provisions must be completed ONLY if the proposal is for supplies or services involving supplies:**

**252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)**

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

<u>Qualifying Country End Products</u>	
<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Non-Qualifying Country End Products</u>	
<u>Line Item Number</u>	<u>Country of Origin (If Known)</u>
_____	_____
_____	_____
_____	_____

{end of provision}

**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
- Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**C. The following FAR and DFARS provisions must be completed by ALL offerors.**

**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 or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

{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}

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**252.204-7001                    COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**  
**(AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will -

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.  
 {end of provision}

252.204-7004                    Required Central Contractor Registration (Nov 2001)

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

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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

(End of Clause)

**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)

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

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

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

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

(3) "Significant interest" means --

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

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

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

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

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

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

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

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

(2) A description of the significant interest held by each government.  
{end of provision}

**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,  
County, State, Zip code)

Name and address of owner and operator of the  
plant or facility if other than offeror or quoter

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{end of provision}

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) (ALTERNATE I - OCT 2000, ALTERNATE II - OCT 2000)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$5M.

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

(b) *Representations*

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

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

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

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

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

(6) [Complete only if offeror represented itself as 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 that 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}

**52.222-22 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.<sup>16</sup>  
{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) it  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}

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(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 under section 313(c) of EPCRA, 42 U.S.C.11023(c);

(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 Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

{end of provision}

**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. 11101a)).

(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}

**252.227-7017      IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

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

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

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

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

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the

following format, dated and signed by an official authorized to contractually obligate the Offeror:

- Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data Computer Software.
- The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
[LI ST]*****	[LI ST]	[LI ST]	[LI ST]

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

{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 provision}

**52.230-1      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JULY  
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.

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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 or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

#### 11. *Cost Accounting Standards -- Eligibility for Modified Contract Coverage*

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. 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 \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

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

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

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

yes  no

{end of provision}



**CERTIFICATE OF NON-DISCLOSURE**

I, \_\_\_\_\_, as an employee of \_\_\_\_\_, understand that, while supporting the Live Fire Test & Training (LFT&T) Program under Contract \_\_\_\_\_, by virtue of my comprehensive interaction with the Department of Defense and industry LFT&T project personnel, I will be in a position to obtain and possess proprietary information regarding industry involvement in the program, including white papers and technical proposals submitted pursuant to N61339-02-R-0071. As a result, the organizational conflict of interest clauses of my contract apply.

When given access by the Government to proprietary data of the Government or proprietary data of third parties possessed by the Government, I hereby agree to protect such data from unauthorized use or disclosure for as long as such data remains proprietary.

I certify that I will not discuss with, or reveal to, any representative of any business organization or other entity, or any individual person (except Government personnel specifically with "a need to know") either within or outside of the U.S. Government, any proprietary information regarding industry involvement in the LFT&T program that has not been previously made available to the public or disclosed publicly.

In addition, I will not utilize Government proprietary data or the proprietary data of third parties to seek or compete for any acquisitions in the focus areas covered by the proprietary data, whether formally advertised or negotiated. I will protect and ensure all proprietary information against use by either my company or any other third party to gain an unfair competitive advantage.

\_\_\_\_\_  
Signature **PROVIDED FOR INFORMATION ONLY** Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name Employee Number \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, understand that non-adherence to the authorized use of this information shall be deemed to be a material breach of Contract \_\_\_\_\_, for which the Government reserves the right to terminate for default and/or resort to such other rights and remedies as provided for under the contract and under the Federal law of contracts. I also understand that noncompliance could also adversely affect the determination of contractor responsibility in future Government acquisitions.

\_\_\_\_\_  
Signature **PROVIDED FOR INFORMATION ONLY** Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name Employee Number \_\_\_\_\_