

**BAA N66001-98-X-6905 FULL PROPOSAL FORMAT:**

Proposals shall be submitted in two volumes. Volume 1 is the Technical Proposal and Volume 2 is the Cost Proposal. The submission of other supporting materials along with the proposal is strongly discouraged. Volume 1, Sections I and II of the proposal shall not exceed 30 pages. Maximum page lengths for each sub-section are shown in parenthesis below. Fonts for normal text shall be Times New Roman, 12 point. Other fonts and sizes are permitted for headings, titles, tables, pictures, drawings, diagrams and etc. Pages are considered to be equivalent to 8 ½ inches by 11 inches. Proposals may be submitted utilizing Microsoft Word, PowerPoint, or Excel formats; Adobe PDF file format; or HTML. Though reviews will usually be conducted on-line, the proposal should be suitable for printing. Proposals shall be complete to themselves. In Volume 1, Sections I and II references to outside works, hyperlinks in and etc. shall not be considered and may disqualify the proposal from being reviewed.

**Volume 1. Section I. Administrative** (1 page) shall include:

- (1) BAA number;
- (2) Technical topic area;
- (3) Proposal title;
- (4) Technical point of contact including: name, telephone number, electronic mail address, fax (if available) and mailing address;
- (5) Administrative point of contact including: name, telephone number, electronic mail address, fax (if available) and mailing address;
- (6) Summary of the costs of the proposed research, including total base cost, estimates of base cost in each year of the effort, estimates of itemized options in each year of the effort, and cost sharing if relevant; and
- (7) Contractor's type of business, selected from among the following categories:  
"LARGE BUSINESS," "SMALL DISADVANTAGED BUSINESS," "OTHER SMALL BUSINESS," "HBCU," "MI," "OTHER EDUCATIONAL," or "OTHER NONPROFIT."
- (8) DUNS number (see \* note below);
- (9) CAGE code (see \*\* note below).

**Note \*:** The offeror shall enter 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. 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.

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.dnb.com/](http://www.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).

**Note \*\*:** The offeror is requested to enter its Commercial and Government Entity (CAGE) CAGE code for the specific company name/ location performing the contract work. Enter CAGE before the number. If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). 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 DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

Do not delay submission of the offer pending receipt of a CAGE code. Additional information and a search service for previously assigned codes is available at [http:// www.dlsc.dla.mil/ cage\\_welcome.htm](http://www.dlsc.dla.mil/cage_welcome.htm)

## **Volume 1. Section II. Detailed Proposal**

This section provides a sufficiently detailed discussion of the proposed research to enable an in-depth review of the scientific, technical and managerial aspects of the effort. Specific attention must be given to addressing both qualitative and quantitative risk and payoff of the proposed research that make it worthwhile to SPAWARSCEN-SAN DIEGO; other DoD research agencies; and DoD and commercial users.

- A. (1 Page) Innovative claims. These paragraphs are the centerpiece of the proposal and should succinctly describe the unique proposed contribution.
- B. (20 Pages) Technical approach. This sub-paragraph shall contain a detailed description of the technical approach to fulfilling the innovative claims made in sub-paragraph A. This sub-section shall also include a schedule with proposed milestones; a plan for technology transfer; comparisons with other ongoing research; and facilities and equipment that will be used in the performance of this approach.
- C. (3 Pages) Proposed products and deliverables resulting from the research. Include in this section all proprietary claims to results, prototypes, or systems

supporting and/ or necessary for the use of the research, results, and/ or prototype. If there are no proprietary claims, this should be stated. The offeror must submit a separate list of all technical data or computer software or hardware that will be furnished to the Government with other than unlimited rights (see the instructions for completing DFARS 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restrictions” under Volume 2, Section 1 herein).

- D. (3 Pages) Statement of Work (SOW) delineating the specific tasks to be performed in the execution of the technical approach (sub-paragraph B). These tasks shall be cross-referenced to the Cost Proposal in Volume 2.
- E. (3 Pages) List of key personnel, concise summary of their qualifications, and discussion of proposer's previous accomplishments and work in this or closely related research areas. Indicate the level of effort to be expended by each key person during each contract year and other (current and proposed) major sources of support for them and/ or commitments of their efforts.

### **Volume 1. Section III. Additional Information**

This section may contain relevant technical papers and research notes (published and unpublished) that document the technical ideas upon which the proposal is based. Copies of not more than three relevant papers may be included in the proposal. Please note that the materials listed in and submitted with the proposal in this section will be considered at the reviewer's convenience only and will not be considered as part of the proposal for evaluation purposes. This sub-section may contain web-site addresses or hyperlinks.

### **Volume 2. Section I. Representations and Certifications.**

(1) Prior to the award of any contract under this BAA, SPAWARSYSCEN-SAN DIEGO is required to obtain representations, certifications, and other statements of offerors regarding the nature of their business/ proposal and compliance with various federal regulations and executive orders. These completed representations, known collectively as “Section K”, will be incorporated by reference into any resultant contract. To that end, offerors must download, complete and return the following “Section K” template.

(2) Any contract resulting from this BAA will contain the clauses at DFARS [252.227-7013](#) “Rights in Technical Data-Noncommercial Items” and [252.227-7014](#) “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.” In accordance with the terms of these clauses, any technical data and computer software to be furnished with restrictions shall be identified in the table found in “Section K” provision K-18, DFARS 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restrictions.”

There are five general asserted rights categories identified in section (b) of these clauses under which data or computer software may be furnished. These consist of unlimited rights, government purpose rights, limited rights, specifically negotiated license rights, and prior government rights. Unlimited rights, government purpose rights and limited rights are clearly identified in the clauses. If the assertion category will be specifically negotiated license rights, please prepare a desired license for SPA WARSYSCEN-SAN DIEGO to review with your submission. In accordance with DFARS 227.7103-5 (d) (1), this license must stipulate what rights the Government has to release or disclose the data to other persons or to authorize others to use the data. Copyright licensing shall also be addressed in this category, in accordance with DFARS 227.7103-9 (a) (1).

Additionally, if your company intends to make assertions that will provide the Government with other than unlimited rights, please include a copy of the actual data on which the assertions are made. Furnishing this specific data allows for proper examination and evaluation of your proposal. Restrictions and/ or special licenses associated with this data/ software can have a significant impact on the total life-cycle cost of a procurement, and as such will be included in the evaluation of your proposal. Such data furnished shall be marked with the appropriate restrictive legends as contained in the clauses. If the assertion category is prior government rights, please furnish all relevant information from the prior contractual vehicle under which these rights were furnished (i.e., contract number, date of contract and expiration of such rights, etc.).

In accordance with section (k) of these clauses, this table is to be completed by all subcontractors performing under this contract. Please have all proposed subcontractors complete and submit the table found at "Section K" provision K-18.

## **Volume 2. Section II. Cost.**

This section will include a Microsoft Excel based spreadsheet and explanatory notes which clearly show the cost of each proposed task, by year, supported by adequate breakout of cost elements and rates for the purpose of price/ cost analysis. Ensure that the following information is included:

- a. Name, point of contact, address, and telephone number of your cognizant Defense Contract Audit Agency or other Federal Government audit agency.
- b. Name, point of contact, address, and telephone number of your cognizant Federal Government contract administration office.

c. Your spreadsheet should be based on the **attached sample**. In preparing your cost proposal, it is required that you breakout and identify separately for each task/year of the contract, the following types of cost elements:

(1) Direct Labor. Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor.

(2) Fringe Benefits. If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied. Include a copy of your Federal Government negotiated indirect bidding/billing agreement, if applicable.

(3) Overhead. Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied. Include a copy of your Federal Government negotiated indirect bidding/billing agreement, if applicable.

(4) Travel. Identify the following information for each trip: location of origin and destination; number of travelers; duration; airfare cost; rental car cost; per diem (meals and lodging) cost; any other costs.

(5) Direct Materials. Identify proposed **consumable** material items and purchased parts by item name, quantity, and unit price. Identify the basis for the proposed cost, e.g., engineering estimate, vendor quote, catalog item, etc.

(6) Equipment. Identify proposed **non-consumable** equipment by item name, quantity, and unit price. Provide a commercial vendor quote or catalog listing to substantiate the proposed cost.

(7) Subcontracts. If subcontractors are proposed, submit the same detailed level of cost information as for the prime contractor.

(8) Other.

(i) **Direct Cost**. Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, computer usage, etc. Include the basis for the proposed amount.

(ii) **Indirect Cost**. Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(9) General and Administrative Expense. Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied. Include a copy of your Federal Government negotiated indirect bidding/billing agreement, if applicable.

(10) Fee. Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied, if applicable.

SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR QUOTERS

K-1 FAR 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 any 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)

**K-2 FAR 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)**

(a) *Definitions.*

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, 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) *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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of a Federal, state, or local government;

\_\_\_ Other. State basis. \_\_\_\_\_

(d) *Corporate Status.*

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

\_\_\_ Not a corporate entity:

\_\_\_ Sole proprietorship

\_\_\_ Partnership

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *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)

**K-3 FAR 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)**

(a) *Representation.* The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

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

(End of provision)

**K-4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(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 declare 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)

**K-5 DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)**

(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, 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)

#### **K-6 DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) *Definitions.*

As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers, or a majority of

the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

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

(i) Means--

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

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

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

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

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

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

(c) *Disclosure.*

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

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

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign  
Government

Description of Interest,  
Ownership Percentage, and  
Identification of Foreign Government

(End of provision)

**K-7 DFARS 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)**

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

(End of provision)

**K-8 FAR 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (*country*).

(End of provision)

**K-9 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend (*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,

Name and Address of Owner and  
Operator of the Plant or Facility if

State, County, Zip Code)

Other than Offeror or Respondent

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(End of provision)

**K-10 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500 employees.

(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 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 small disadvantaged business concern.

(3) (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 it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(c) *Definitions.*

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, 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.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent

unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(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 or small disadvantaged 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)

#### **K-11 DFARS 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (JUN 1997)**

(a) *Definition.*

"Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.*

Check the category in which your ownership falls --

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

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

\_\_\_\_\_ Black American (U.S. citizen)

\_\_\_\_\_ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

\_\_\_\_\_ Other

(c) Complete the following--

(1) The Offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror --

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.



\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.*

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

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

(End of provision)

**K-12 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that--

- (a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K-13 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

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

(End of provision)

**K-14 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is  , is not  listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

(End of provision)

**K-15 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(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) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; 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)

**K-16 FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

(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. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(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)

**K-17 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

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

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial number or other basis on which the royalty is payable.

- (4) Brief description, including any part or model numbers or each contract item or component on which the royalty is payable.
- (5) Percentage of 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 identification of applicable claims of specific patents.

(End of provision)

#### **K-18 DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

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

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

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

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

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

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

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

*(Assertion is on following page)*

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

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

<b>Technical data or Computer Software To be furnished with Restrictions*</b>	<b>Basis for Assertion**</b>	<b>Asserted Rights Category***</b>	<b>Name of Person Asserting Restrictions****</b>
(LIST)	(LIST)	(LIST)	(LIST)

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

**K-19 DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE  
PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

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

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

**K-20 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

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

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

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

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

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

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

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

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.*

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

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

The offeror further certifies that 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 \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.*

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph c(1) or c(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II.COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE



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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$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 \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES       NO

(End of provision)

### **K-21 DFARS 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Space and Naval Warfare Systems Center - San Diego, under Contract No. \_\_\_\_\_.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Space and Naval Warfare Systems Center - San Diego.

(End of clause)

**K-22 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause 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.

(End of provision)

**K-23 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL**

The Contractor represents that he does [ ], does not [ ] now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(End of provision)

**K-24 ASBESTOS CERTIFICATION**

The offeror/bidder certifies that this offer/bid [ ] does, [ ] does not provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "Materials Containing Hazardous" is defined as including all materials that either are known or can logically be expected to require the use of asbestos in such a fashion as to expose Navy or Contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled. For example, any contract or order requiring purchase or use of asbestos insulation is within this definition. A contract or order of a complex item such as a large valve is not within this definition even though the valve may contain a gasket stamped out of asbestos; however, a contract or order for the asbestos gasket itself is within the definition, since handling of the gasket in the course of putting it to use may release asbestos fiber into the air.

Asbestos which is immersed or fixed in a natural or artificial binder material (such as cement, plastic, asphalt, resins, or mineral ore) is not within this definition.

(End of provision)

#### **K-25 PENALTY FOR FALSE STATEMENTS IN PROPOSALS OR QUOTATIONS**

Offerors must set forth accurate and complete information as required by the Request for Proposals or Quotations (including attachments). The penalty for making false statements in offers and quotations is prescribed in 18 U.S.C. 1001.

(End of provision)

#### **K-26 YEAR 2000 CERTIFICATION—NON-COMMERCIAL SUPPLY ITEMS**

The contractor certifies that all non-commercial item products of hardware, software, and firmware delivered or developed under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific items must perform as a system in accordance with the foregoing certification, then that certification shall apply to those items as a system. Nothing in this certification shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(End of provision)

This sample is provided to demonstrate the organization and minimum level of detail required for the cost proposal section of the proposal. The tasks delineated in the cost proposal should directly correlate with the tasks defined in the statement of work section of the proposal. This sample is a Microsoft Excel worksheet object that is not completed displayed in this Microsoft Word document. However, it can be transferred back to Excel if desired.

Labor Category	Task 1 Year 1 10/1/98 - 9/30/99			Task 1 Year 2 10/1/99 - 9/30/00			Task 1 Total		Task 2 Year 1 10/1/98 - 9/30/99			Task 2 Year 2 10/1/99 - 9/30/00			Task 2 Total	
	Hours	Rate	Total Cost	Hours	Rate	Total Cost	Hours	Total Cost	Hours	Rate	Total Cost	Hours	Rate	Total Cost	Hours	Total Cost
Program Manager - John Doe	2,000	\$ 35.00	\$ 70,000	1,800	\$ 36.50	\$ 65,700	3,800	\$ 135,700	500	\$ 35.00	\$ 17,500	2,000	\$ 36.50	\$ 73,000	2,500	\$ 90,500
Senior Analyst - Dave Smith	1,000	\$ 27.00	\$ 27,000	1,200	\$ 28.50	\$ 34,200	2,200	\$ 61,200	2,000	\$ 27.00	\$ 54,000	1,000	\$ 28.50	\$ 28,500	3,000	\$ 82,500
Technical Writer - Mary Kellog	<u>1,500</u>	\$ 15.00	<u>\$ 22,500</u>	<u>1,000</u>	\$ 16.00	<u>\$ 16,000</u>	<u>2,500</u>	<u>\$ 38,500</u>	<u>3,000</u>	\$ 15.00	<u>\$ 45,000</u>	<u>200</u>	\$ 16.00	<u>\$ 3,200</u>	<u>3,200</u>	<u>\$ 48,200</u>
Total	4,500		\$ 119,500	4,000		\$ 115,900	8,500	\$ 235,400	5,500		\$ 116,500	3,200		\$ 104,700	8,700	\$ 221,200
Fringe, Overhead, Benefits - 70%			\$ 83,650			\$ 81,130		\$ 164,780			\$ 81,550			\$ 73,290		\$ 154,840
Total Labor & Fringe, Overhead, Benefits			\$ 322,650			\$ 312,930		\$ 635,580			\$ 314,550			\$ 282,690		\$ 597,240
Other Direct Costs																
Travel			\$ 14,000			\$ 10,000		\$ 24,000			\$ 14,000			\$ 14,000		\$ 28,000
Material & Supplies			\$ 1,000			\$ 500		\$ 1,500			\$ 1,000			\$ 1,000		\$ 2,000
Equipment			\$ 5,000			\$ -		\$ 5,000			\$ 5,000			\$ 5,000		\$ 10,000
Subcontract			<u>\$ 50,000</u>			<u>\$ 60,000</u>		<u>\$ 110,000</u>			<u>\$ 50,000</u>			<u>\$ 50,000</u>		<u>\$ 100,000</u>
Total Other Direct Costs			\$ 70,000			\$ 70,500		\$ 140,500			\$ 70,000			\$ 70,000		\$ 140,000
M & S, Overhead, G & A - 15%			\$ 10,500			\$ 10,575		\$ 21,075			\$ 10,500			\$ 10,500		\$ 21,000
Total Cost			\$ 403,150			\$ 394,005		\$ 797,155			\$ 395,050			\$ 363,190		\$ 758,240
Profit or Fee (if applicable)			<u>\$ 16,126</u>			<u>\$ 15,760</u>		<u>\$ 31,886</u>			<u>\$ 10,000</u>			<u>\$ 10,000</u>		<u>\$ 20,000</u>
Total Cost Plus Profit or Fee			\$ 419,276			\$ 409,765		\$ 829,041			\$ 405,050			\$ 373,190		\$ 778,240